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VOL XLI., No 9

The Solicitors' Journal and Reporter

LONDON, DECEMBER 26, 1896.

* * * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE PRINT elsewhere a draft Rule of Court extending the investments authorized by R. S. C., order 22, rule 17, to nominal debentures or nominal debenture-stock under the Isle of Man Loans Act, 1880.

THE LAW is fastidious with respect to the purchase by a solicitor from a client pending litigation of any interest in the subject-matter of the suit. The rule that such a purchase will be set aside is illustrated by the cases of *Kenney v. Browns* (3 Ridg. Parl. Cas. 462) and *Wood v. Downes* (18 Ves. 120), and more recently it was enforced in *Simpson v. Lamb* (5 W. R. 227, 7 E. & B. 84). In the last mentioned case the plaintiff had recovered a verdict for damages for £50, and after verdict, but before judgment, he sold his interest in the verdict to his solicitor for the same sum. Subsequently the plaintiff failed in another action against the same defendants, and they claimed to set off against the damages in the first action their costs in the second. It was held that the plaintiff's solicitor had acquired by his purchase no interest in the first judgment such as to prevent this set-off. It is against the policy of the law, it was said, to permit a dealing by an attorney with the subject of the suit while the case is still undetermined by judgment. The Solicitors' Act, 1870 (33 & 34 Vict. c. 28), while it sanctions agreements between solicitor and client for remuneration by payment of a gross sum or commission, expressly declares (section 11) that nothing in the Act contained shall give validity to any purchase by a solicitor of the interest of his client in the suit, or to any agreement for payment only in the event of success. Consequently a solicitor cannot stipulate that he shall have a percentage of the value of the property in the event of its being recovered (*Re Attorneys and Solicitors Act, 1870*, 1 Ch. D. 578). The rule with respect to purchase has been applied again by the Court of Appeal in *Pitman v. Prudential Deposit Bank (Limited)* (ante, p. 129). The plaintiff was a solicitor who had acted for a client in an action in which the client was successful. Before the termination of the action, an arrangement had been made that, in the event of success, the judgment should be assigned to the plaintiff in consideration of costs previously due to him. Immediately after the action the judgment was assigned accordingly, but the validity of the

*Simpson
and*

assignment was disputed by another creditor of the client who had served a garnishee order on the judgment debtor. It was held that, even if there was no actual agreement between the solicitor and client before judgment, yet the assignment after judgment in pursuance of an arrangement arrived at before was sufficient to bring the case within the rule, and the assignment was held to be void accordingly. Apparently, however, the result would have been different had the solicitor after judgment warned the client that the arrangement was not binding on him, and left it to his unfettered choice whether he would execute the assignment or not.

THE JUDGMENT of the Court of Appeal in *Marsh v. Joseph* absolves Mr. GREEN, and practically also Mr. CLEAR, from all liability for the consequences of the fraud upon the court which J. A. HALES succeeded in committing by the use of the name of their firm. The matter, it will be remembered, arose in connection with a trust fund which had been brought into court in the above action. By means of a forged deed HALES made it appear that the whole of the fund belonged to one person, J. M. MARSH, and he caused a petition to be presented to the court on behalf of J. M. MARSH for payment to him accordingly. The solicitors for the petitioner purported to be Messrs. CLEAR & GREEN, but no instructions had been given to the firm, nor had they authorized HALES to use their name. HALES was known to Mr. CLEAR, and had intimated that he should want his firm to act in a formal matter, but he had not stated the nature of the business and had received no general consent. In due course an order was made on the petition for payment of the money, amounting to £6,137, to J. M. MARSH, and HALES obtained payment by bringing a confederate to the Paymaster-General's Office and identifying him as the payee. The cheque was got from the Paymaster-General on Saturday, the 10th of August, 1895, and paid to an account at CHILD'S Bank. On the following Monday £4,000 was drawn against it, and on the same day HALES, for the first time, told Mr. CLEAR that he had been using his firm's name, and handed him a cheque for £15 as the firm's costs. Mr. CLEAR had no idea that the proceedings involved payment of money out of court, and he contented himself with expostulating against the irregularity. Of the £15 he repaid HALES £10 14s. 6d. for disbursements, and handed the balance, £4 5s. 6d., to his partner, who entered it in the books of the firm. Shortly afterwards further cheques for £50 and £20 were drawn on the account at CHILD'S Bank, and some £2,000 was still standing to the credit of the account when the fraud was discovered. The contention of the Commissioners of the Treasury, who were of course primarily liable to make good the whole of the loss, was that Messrs. CLEAR & GREEN in turn were severally liable to reimburse them. This contention KEKEWICH, J., rejected, but he held the solicitors liable for £85, made up of the cheque of £15 for costs, and of the two cheques for £50 and £20, drawn after the 12th of August. Nothing that Mr. CLEAR could have done would, so the learned judge held, have averted the loss of the £4,000, but by prompt intervention he might have prevented any further invasion of the fund, and his condonation of HALES' conduct came, it was held, within the scope of the partnership authority so as to involve Mr. GREEN in the same liability.

THE MOST serious point in the matter to Messrs. CLEAR & GREEN was, of course, the liability to make good the £4,000, and upon this the Commissioners of the Treasury failed to disturb the decision of Mr. Justice KEKEWICH. It being evident that Mr. CLEAR could not have, in fact, prevented the cheque for £4,000 being cashed, his liability could only be put on the technical ground that by his condonation of HALES' use of the firm's name he had ratified the transaction so as to make his firm liable for all that had been done from the commencement. But Lord RUSSELL, C.J., in delivering the judgment of the Court of Appeal, pointed out that where ratification is set up as confirming a transaction for which there was no prior authority whatever, the ratification is ineffectual unless it is given with full knowledge of the facts, and at the most all that Mr. CLEAR ratified was the use of the firm's name for a supposed formal

purpose. And the Court of Appeal went further than Mr. Justice KEKEWICH in Mr. CLEAR's favour by absolving him also from liability for the £70 drawn after August 12th. The notion that, in the absence of any ground for suspicion, Mr. CLEAR ought at once to have rushed off and informed the court of the irregularity which had been committed is now discredited as setting up an impracticable standard of conduct; and, indeed, the probable effect, it is pointed out, would have been to put HALES on his guard and induce him with like promptitude to withdraw the balance of the account. Thus Mr. CLEAR's liability was reduced to the £15 which he actually received, but there was still left open the very serious question from a general point of view of the liability of his partner. Is it within the scope of the partnership authority for a solicitor to condone an irregular use of the firm's name? Mr. Justice KEKEWICH held that it was. The Court of Appeal have held that it was not. As a proposition of law, says Lord RUSSELL, he knows of no authority for it, and of any actual usage to allow a partner to condone any such irregularity there is naturally no evidence. The £15 was not received by Mr. CLEAR in the course of any transaction in which he had a right to engage on behalf of the firm, and his partner is only liable for the £4 5s. 6d. which came into the firm's accounts. Principles of law are as well decided by small matters as great, and the distinction between the liability of Mr. CLEAR for £15, and of Mr. GREEN for the smaller sum shows very satisfactorily that any extension of the implied scope of the partnership authority is to be jealously watched.

THE MAINTENANCE of the old forms for the confirmation of the election of an archbishop or a bishop lead from time to time to inconvenient interruptions on the part of persons who are disposed to take them literally. In the course of the proceedings before the commissioners appointed by the Crown to confirm the election, proclamation is made for objectors to the archbishop or bishop-elect to come forward and state their objections, and the proclamation is careful to add that they will be heard. In 1848 advantage was taken of this part of the ceremony to attempt to raise an objection to the election of Dr. HAMPDEN as Bishop of Hereford, but the Vicar-General of the Province, in clear denial of the words of the proclamation, declined to let the objection be heard. An application for a *mandamus* was made, and the Court of Queen's Bench was divided (*Reg. v. Archbishop of Canterbury*, 11 Q. B. 483), Lord DENMAN, C.J., and ERLE, J., holding that the objections could not be heard, since the statute 25 Hen. 8, c. 20, makes the confirmation compulsory without taking cognizance of objections; PATTESON and COLERIDGE, JJ., taking a contrary view. Under these circumstances no order was made. The question arose again upon the election of Dr. TEMPLE as Bishop of Exeter, and the Vicar-General delivered a formal judgment in which he refused to allow the objection to be heard on the same ground as that put forward in the Queen's Bench—namely, that it would be a futile proceeding, and from his decision there was no appeal. Objections were also made to the confirmation of the late Dr. LEE as Bishop of Manchester, but the Vicar-General summarily refused to hear the objectors, and no further proceedings were taken (*Phil. Eccl. Law I.*, p. 40). That there is a good deal to be said upon the matter is evident from the report of *Reg. v. Archbishop of Canterbury*, which extends to nearly 200 pages. It is difficult, however, in view of the absolute power of the Crown to have its wishes deferred to in the matter of episcopal elections, to believe that there can be any power, either in the Vicar-General or in the commissioners appointed by the Crown for the express purpose of confirming the election, to enter into any discussion as to the merits of the person to be elected. The citation to objectors to appear is simply a survival which the ecclesiastical lawyers have not yet had the courage to discard, and the recent attempt to raise the point again at the confirmation of the election of Dr. TEMPLE as Archbishop of Canterbury will perhaps induce them to consider whether the obvious remedy of simply dropping the obsolete and misleading form is not at once sensible and safe.

A DIVISIONAL COURT, composed of five judges, was occupied for several days last week in hearing arguments as to the con-

struction of the Betting Houses Act, 1853. Section 3 of that Act provides that any person "who, being the owner or occupier of any house, office, room, or other place, or a person using the same," shall use the same for the purpose of betting with persons resorting thereto, shall be liable to a penalty. The question what is the meaning of the words "or other place" was the chief one before the court, and it is a question which has been constantly before the courts ever since 1853 without having yet received a full and satisfactory answer; though we may perhaps look for such an answer soon when judgment is given in the recent cases. On the one side it is argued that no place can be a "place" within the Act unless it is *eiusdem generis* with "house," "office," or "room." On the other side it is said that "place" need not be limited as suggested, and that any place, whether defined or undefined, and whatever its size may be, is a "place" within the Act, if the person accused is shown to have used it for the purpose of betting with persons resorting thereto. Now, the preamble of the Act recites the demoralization consequent upon the "opening of places called betting-houses or offices," and the Act is entitled "An Act for the suppression of Betting Houses." It seems clear, therefore, that when the Act was passed the Legislature contemplated merely the putting down of any house or part of a house occupied or used for the purpose of betting. The decisions of the court have, however, as we pointed out not long ago, extended the Act very far beyond this intention, and the tendency seems to be to extend it further and further. Thus in *Doggett v. Catterns* (13 W. R. 390) the defendant used habitually to frequent Hyde Park, set up a table under a tree, and betted with numbers of persons who used to come to him for the purpose of betting. But the court held that he did not occupy or use a place within the meaning of the Act, as the place used was one which could not legally have an occupier, nor was it an ascertained place. On the other hand, in *Bows v. Fenwick* (22 W. R. 804, L. R. 9 C. P. 389), the Court of Appeal upheld the conviction of a man who stuck up a large umbrella and stood upon a stool beneath it, making bets, upon the Chester racecourse, which was quite as much a public place as Hyde Park. In *Liddell v. Loftus* (44 W. R. 349; 1896, 1 Q. B. 295), one of the most recent cases on this subject, KAY, L.J., said: "As it seems to me, if a man were to use the ground at the foot of the statue at Charing-cross for the purpose of habitually betting with persons resorting to him there, that would be a 'place' within the meaning of the statute." In the same case LINDLEY, L.J., gave it as his opinion that the Act is not directed against betting itself, but against bookmakers and those who make a trade of betting. In a case, however, which was decided on almost the same day—namely, *Thwaites v. Coulthwaite* (44 W. R. 295; 1896, 1 Ch. 496)—CHITTY, J., expressly held that a betting or bookmaker's business was not of itself an illegal business. If the calling of a bookmaker is illegal, then it is submitted that bookmakers should be specifically dealt with by legislation. If it is unlawful to make a trade of betting, let Parliament say so, and provide that any person who follows such trade shall be punished. It hardly seems fair, however, to bookmakers (who are more or less tolerated by the police on every racecourse in the country) to leave them in doubt as to how far their calling may be lawfully followed, or to put down their business by successive judicial extensions of an Act which was intended to apply to the keeping of houses for the purposes of betting.

WHERE SHARES have been applied for on the faith of misrepresentations contained in a prospectus, and the shareholder desires on this ground to avoid his contract with the company, it is essential that he should take steps for this purpose with the utmost promptitude, and that in the meanwhile he should do nothing which might be construed as an affirmation of the contract. His remedy, it has been pointed out (*Downes v. Ship*, L. R. 3 H. L. p. 356), is not at the expense of those who have done him a wrong by making the misrepresentation, but at the expense of the other shareholders in the company who are as innocent as himself. The importance of observing these rules, and also of going to the proper quarter for advice on matters of law, has been illustrated in a recent application before KEKEWICH, J., with respect to shares in the Dunlop-Truffault

Cycle Co. On the 18th of May last Mrs. SHEARMAN applied for 500 shares in the company, being induced thereto by seeing the name DUNLOP in the prospectus, and she forwarded a cheque for £62 10s., the amount, at the rate of 2s. 6d. per share, payable on application. A few days later the Dunlop Pneumatic Tyre Co. (Limited) succeeded in obtaining an injunction restraining the Truffault Co. from using the name DUNLOP, the gentleman of that name whom they had put forward having no connection whatever with the well-known manufacturer of cycles. On seeing the account of these proceedings Mrs. SHEARMAN decided to repudiate her shares, and she at once wrote to the company to that effect and claimed the return of the £62 10s. Had she followed up her repudiation by proper measures, it appears from the judgment of KEKEWICH, J., that she would have succeeded in getting rid of the shares and recovering the money, but, instead of consulting a solicitor, she unfortunately relied upon her banker, and he advised her to make the further payment of 2s. 6d. per share on allotment, in order, as he said, that she might be in a position to get back the previous sum. She did this and subsequently also she sent a further cheque for £125 to cover the next payment of 5s. per share. Then in the beginning of July she went to a solicitor, and on the 13th of that month the company was served with notice of motion for the removal of her name from the register. But for the payments she had made, it would seem that there was no reason why the motion should not have succeeded. The delay from May to July, with the further delay due probably to the Long Vacation, was not such as to disentitle her to relief. But the second payment of £62 10s., and the payment of £125, KEKEWICH, J., held to be inconsistent with Mrs. SHEARMAN's previous repudiation. Seeing that the repudiation was clear, and that these payments were made by Mrs. SHEARMAN under the notion that she was thereby improving her position, the decision seems to be a hard one, but it would have been difficult to alter it without introducing dangerous laxity into the requirements for effective repudiation. The mischief was done when Mrs. SHEARMAN chose to go to a banker for advice instead of to a solicitor.

THE RULE that a right to inspect a document ordinarily carries with it the right to take copies was settled by the decision of the Court of Appeal in *Mutter v. Eastern and Midlands Railway Co.* (38 Ch. D. 92). In that case the right to take copies of a register of debenture stockholders was claimed under section 28 of the Companies Clauses Act, 1863, which provided that the register should be accessible for inspection and perusal at all reasonable times to (amongst others) every debenture stockholder of the company, but was silent as to the right to take copies. In a considered judgment the Court of Appeal held that the right to inspect would be nugatory unless it carried with it the right to take copies, and the latter right, accordingly, was held to be implied. "Parliament," said LINDLEY, L.J., "having conferred the right to inspect, the court ought not so to construe the statute as to render the right conferred illusory, and if the court were to hold that in such a case as the present the right to inspect existed, but the right to take copies did not, the court would, in effect, be rendering the statute of no avail." Hitherto there has been no corresponding decision on section 43 of the Companies Act, 1862, but in *Nelson v. The Anglo-American Land Mortgages Agency Co.* before STIRLING, J., the question has arisen whether the same principle applies. In terms the two enactments are similar. Section 43 requires every limited company to keep a register of mortgages, and the register is to be open to inspection by any creditor or member of the company at all reasonable times. Moreover, the objects for which inspection is required are the same. There is, therefore, no reason for drawing any distinction, and, as held in *Mutter v. Eastern and Midlands Railway Co.*, the right to inspect carries with it the right to make copies. Where the creditor or member inspecting proposes to arrange for concerted action among a large number of persons, it is clear that he cannot by mere inspection carry away with him the information he requires.

It is announced that the Council of Legal Education have arranged with Mr. F. B. Palmer to deliver, during the ensuing Hilary educational term, a course of six lectures on "Company Law."

THE RECOVERY OF RENT-CHARGES.

The subject of the recovery of a rent-charge by action of debt, to which we referred recently (*ante*, p. 107), is one of so much importance, both theoretical and practical, that it is worth while to consider more in detail how the law has come to be placed on its present footing. Ordinarily a rent issuing out of land was recoverable by distress, but apart from this the proper mode of recovering a rent in which the owner of the rent had a freehold estate was by assize of novel disseisin. As against the grantor of the rent, the grantee might, in lieu of distress and the assize, have a writ of annuity, unless the rent was granted in such a way as expressly to discharge the person of the grantor (Litt. ss. 219, 220; see *Gilbert on Rents*, p. 125). But so long as a freehold rent was charged upon the land there was no personal remedy binding generally the tenant. "For a freehold rent," says Blackstone, "reserved on a lease for life, &c., no action of debt lay by the common law during the continuance of the freehold out of which it issued; for the law would not suffer a real injury to be remedied by an action that was merely personal" (*Black. Com.* III., 232; *Webb v. Jiggs*, 4 M. & S. 113).

But though during the continuance of the freehold in the rent the law thus forbade the owner of the rent to bring a personal action, the procedure by assize by no means saved the freeholder from personal liability. The judgment on the assize was that the plaintiff should recover seisin of the rent, but in addition he recovered damages at common law, assisted by the Statute of Gloucester, c. 1 (2 Inst. 283), and, if there was a further denial of the rent, he could have a writ of re-disseisin and recover double damages (Litt. s. 238).

Where, however, the charge upon the land had come to an end, so that a real action would not lie, the only remedy was personal, and the arrears of rent could then be recovered in an action of debt; and that notwithstanding that the grantor had upon the creation of the rent expressly excluded personal liability (*Lillingstone's case*, 7 Rep. 38a). If, for instance, rent was reserved upon a lease for life, and the lessee for life died, the lessor might have an action of debt for the arrears, "because the land was no longer a security for the rent" (*Gilbert on Rents*, p. 94); so, if there was a grant of a rent-charge for life, the grantee had no action of debt for enforcing payment, but if he died his executors could in such an action recover arrears (*Loring's case*, cited 4 Rep. 49b). In the case of a grantee in fee or in tail of a rent-charge this merger of the personal remedy in the real had the effect at common law of preventing altogether the recovery, after the death of the grantee, of arrears which had accrued due in his lifetime. The heir had no real action because he had not been disseised, and it was considered inconsistent with his position that he should have a personal action. And the executor could bring neither real nor personal action because he had no title to the rent (*Gilbert on Rents*, p. 94). But this inconvenience was remedied by 32 Hen. 8, c. 37, which gave the executors an action of debt against the tenants who ought to have paid the arrears as they fell due, and also the right to distrain upon the land in the hands of persons claiming under such tenants (Co. Litt. 162a). What has been said as to freehold rents does not apply to rents reserved upon leases for years, and for the recovery of these it was always possible to bring an action of debt (*Gilbert*, p. 93).

It was thus the theory of the old law that for a rent issuing out of land the tenant of the land—*i.e.*, the freeholder—might be made personally liable, either by action of debt, or by the damages incident to a judgment in an assize of novel disseisin; but so long as the owner of the rent could prosecute his real remedy he was not allowed to bring the personal action. In this state of affairs it fell to be determined in *Thomas v. Sylvester* (L. R. 6 Q. B. 368) how the personal remedy by debt was to be treated after the possibility of proceeding by assize had been precluded by the abolition of real actions under section 36 of the Real Property Limitation Act, 1833. An opinion had already been expressed by POLLOCK, C.B., in *Varley v. Leigh* (2 Ex. 446), that, since there was now no remedy by real action for the recovery of a rent in fee, there ought to be a remedy by action of debt, but since in that case the defendant had made himself liable by covenant, the point did not arise. In *Thomas*

v. Sylvester the declaration was that the plaintiff, being seised in fee of certain messuages, granted them by indenture to C., subject to payment to the plaintiff, his heirs, and assigns of a rent-charge, and C. covenanted to pay the rent-charge; that afterwards all the estate of C. vested in the defendant, who did not pay the rent-charge. The question on demurrer was whether this showed a good cause of action in debt, and it was held that it did. After the foregoing survey of the subject the reasoning of the Court of Queen's Bench (BLACKBURN, QUAIN, and ARCHIBALD, JJ.) can be expressed very briefly. The abolition of the real action was exactly equivalent in effect to the withdrawal of the real action under the old law in consequence of the cessation of the charge of the rent on the land. The action of debt was always a possible remedy, but it was not a practicable remedy so long as its way was blocked by the superior remedy of the real action. The withdrawal of the real remedy from whatever cause, therefore, withdrew the impediment to proceeding in debt, and left this as a feasible remedy under all circumstances. "The principle was," said BLACKBURN, J., "that when the estate for life had terminated an action of debt for arrears would lie. It seems to me to follow, upon a similar principle, that when the real action has been abolished the grantee of a rent-charge in fee may maintain an action of debt against the terre-tenant." And in *Christie v. Barker* (53 L. J. Q. B. 537), where *Thomas v. Sylvester* was followed, BRETT, M.R., said that the necessary result of abolishing the superior remedy was that the inferior remedy was brought into exercise (see also *Searle v. Cook*, 43 Ch. D. 519).

This personal liability for the payment of a rent-charge rests upon the owner of land, provided he is either in possession or in receipt of the rents and profits, and the owner of part of the land on which the rent is charged is liable for the whole rent, with a right of contribution from the owners of the rest (*Christie v. Barker*, *supra*). But in *Swift v. Kelly* (24 L. R. Ir. 478) it was held by the Irish Court of Appeal, differing from the Queen's Bench Division, that the freeholder, although actually in possession, was saved from liability by the existence of a term of a hundred years to secure the rent-charge to enforce which the action was brought. The freeholder, it was held, was in possession, not as freeholder, but as tenant to the trustees of the term. And the liquidators of a company who disclaimed land of the company and gave notice to that effect to the lessee have been held not to be liable for rent charged upon the land (*Re Blackburn Building Society*, 42 Ch. D. 343).

Moreover, as we pointed out in our recent article, it has been decided by STIRLING, J., in *Charity Commissioners v. Green* (45 W. R. 74; 1896, 2 Ch. 811) that the personal liability is imposed on the freeholder only. This is in accordance with the general policy of the old law, which made light of the connection of the termor with the land (*cf. 2 Inst. 284*). In *Brediman's case* (6 Rep. 56b) he was held, by reason of the "imbecility" of his interest, to be of so little account that even the actual payment of the rent by him to a claimant was not effectual to put the claimant into seisin of the rent so as to bind the freeholder after the term was determined. If he was thus unable to make a valid payment of the rent, it seems natural to suppose that he could not have been forced to pay it in a personal action, though, of course, he was liable to have his goods distrained upon. Probably it is only our distance from the legal conception of the time when the assize of novel disseisin was an everyday remedy which allows the matter now to be called in question. In *Lambert v. Austin* (Cro. Eliz. 332), where the judges differed upon a point on the construction of 32 Hen. 8, c. 37, they agreed that the remedy by assize lay against the freeholder, while, apart from the statute, the tenant for years was liable only to distress.

It is satisfactory that the lessee for years at any rate should escape a liability which is founded upon no principle of justice. Whatever may be said for giving a personal remedy against a freeholder who is in receipt of an income from the land sufficient to pay the rent-charge, nothing can justify the imposition of a personal liability to make up to the owner of the rent-charge the deficit in the annual value of the land, and yet, as appears from the judgment of the Queen's Bench Division in Ireland in *Swift v. Kelly* (24 L. R. Ir. 107), and of COLLINS, J., in *Pertwee v. Twissend* (1896, 2 Q. B. 129), this is what the allowance of

the personal remedy means. Judgment is for the whole arrears of the rent, and not as held by CHATTERTON, V.C., in *Odium v. Thompson* (31 L. R. Ir. 394), for the damage sustained through non-payment of the rent. "I have," said GIBSON, J., in *Swift v. Kelly*, "reluctantly been compelled to the conclusion that anyone coming into possession of an estate charged with rent-charges, whether his title be by gift or purchase, is, merely by privity of estate, personally liable to pay all rent-charges accruing during the period of his possession, whether the rent-charges are created by deed or will, and whether secured by terms of years or not." There is the least reason for supporting this conclusion now that ample means are given by section 44 of the Conveyancing Act, 1881, for recovering a rent-charge as against the land. The reason under the old law for allowing an action of debt for arrears after the rent had ceased to be a charge upon the land was said in *Lillingstone's case (supra)* to be that otherwise there would be no remedy at all. This certainly does not justify the present action of debt while the rent is still charged on the land. The remedies under the Conveyancing Act do not exclude other remedies (*Searle v. Cook, supra*), but it seems to have been an oversight on the part of the Legislature to make the remedies by distress and entry universal, and at the same time not to abolish the personal remedy against the freeholder.

REVIEWS.

BOOKS RECEIVED.

The Law of Evidence in Civil Cases. By BURR W. JONES, of the Wisconsin Bar, Lecturer on the Law of Evidence in the University of Wisconsin. In Three Volumes. San Francisco: Bancroft-Whitney Co. London: Stevens & Haynes.

The Yearly County Court Practice, 1897, Founded on Archbold's "County Court Practice" and Pitt-Lewis's "County Court Practice." By G. PITTS-LEWIS, Q.C., and C. ARNOLD WHITE, B.A., Barrister-at-Law. In Two Volumes. Butterworth & Co.; Shaw & Sons.

CORRESPONDENCE.

REG. v. MURRAY.

[To the Editor of the Solicitors' Journal.]

Sir.—Will you allow us to trespass upon your valuable space in order to refer to the observations appearing in your issue of the 5th inst. We may at the outset state that most of the details published by you of the case are inaccurate. Nor is it strange that this should be so, considering that there was not, so far as we know, a single reasonably correct report of the case in the public press. After reading what we are about to write, we think your readers will have no difficulty in dismissing *Reg. v. Murray* from the place of undue importance in which a reference to it in your widely-read paper has for the moment placed it.

We are not concerned in dealing with the conduct of the Hampstead bench in the matter. It has been already severely commented upon in more suitable quarters. We personally, however, see no particular technical objection to the same tribunal trying a man for perjury which has previously accepted his evidence, as it will readily occur to your readers that additional evidence might be forthcoming as in the case under discussion, and we would further say that such tribunal, when merely one of inquiry prior to trial, should undoubtedly commit. However, we now wish to deal with the case itself.

Your remarks as to the law with reference to perjury are, if we may say so, in our judgment correct. In *Murray's case*, however, there was the oath of the prosecutor corroborated in two material respects, and they were these: First of all, Parrett was clearly proved to have been upwards of 1,000 yards, nearly five-eighths of a mile, away from the spot where the damage was committed at the moment the constable swore that he saw him do it. There can be no doubt about this. It was impossible that the prosecutor could have been where the constable swore he was at that time; secondly, the expert evidence proved that one of the prosecutor's arms was powerless. When we inform you that the pillar-cap thrown down weighed 312 pounds and was securely cemented on the top of a pillar 5 feet 9 inches in height, we think you will agree with us that there was no lack of corroborative evidence of the prosecutor's story.

Other incidental matters, which no doubt may have influenced the case, were that three other pillar-caps were thrown down or dis-

turbed that very same night along the route taken by the prosecutor at an hour subsequent to his being safely locked up at the Hampstead police station.

With reference to the concluding remarks of your note, we may say that there is a petition before the Home Secretary for the release of the constable, chiefly remarkable for its inaccuracies. Doubtless the Home Secretary will inform himself as to the real facts without reference to the petition before ordering the release and practical pardon of the prisoner. The prosecutor, on whose exemplary instructions counsel for the prosecution requested mercy for the prisoner, is a man of sixty years of age who has borne an unstained character for the thirty-five years he has resided in Hampstead.

WILLIAMS & SANDFORD, Solicitors for the prosecution.
Howard House, Arundel-street, W.C., Dec. 17, 1896.

[Our correspondents' information certainly throws a new light on the case as reported in the papers.—ED. S.J.]

NEW ORDERS, &c.

RULES PUBLICATION ACT, 1893.

The following draft Rule of the Supreme Court is published pursuant to the above-mentioned Act. Copies of the draft may be obtained from the Permanent Secretary, Lord Chancellor's Office, House of Lords, S.W.

RULES OF THE SUPREME COURT.

Order XXII., Rule 17a.

The Rule of the Supreme Court, November, 1888 (as to Investment of Funds in Court), shall be read as if in the paragraph commencing "Nominal Debentures or Nominal Debenture Stock" there were inserted after the words "Local Loans Act, 1875," the words "or under the Isle of Man Loans Act, 1880."

CASES OF THE WEEK.

Court of Appeal.

KIRKHAM v. ATTENBOROUGH. KIRKHAM v. GILL. No. 1. 17th Dec.

SALE OF GOODS—GOODS DELIVERED ON "SALE OR RETURN"—PASSING OF PROPERTY—"ADOPTING THE TRANSACTION"—PLEDGING GOODS—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 71), s. 18, RULE 4.

Appeals from two judgments of Grantham, J., in favour of the plaintiff in each case at the trial of the action without a jury. In *Kirkham v. Atttenborough* the action was brought to recover possession of a diamond necklace and a brooch which had been pledged with the defendant. The plaintiff, who was a manufacturing jeweller, delivered articles of jewellery from time to time to one Winter "on sale or return," and the articles in question were so delivered to him. Winter pledged the two articles with the defendant, who advanced money in good faith upon them. Winter having died, the plaintiff discovered where the articles were, and brought this action to recover them. Grantham, J., gave judgment for the plaintiff. By section 18, rule 4, of the Sale of Goods Act, 1893: "Where goods are delivered to the buyer on approval or 'on sale or return' or other similar terms, the property therein passes to the buyer: (a) When he signifies his approval or acceptance to the seller or does any other act adopting the transaction." In *Kirkham v. Gill* the facts were somewhat similar.

THE COURT (Lord ESHAM, M.R., and LOPEZ and RIGBY, L.J.J.) allowed the appeals.

Lord ESHAM, M.R., said that these goods were delivered to Winter on sale or return. That was the whole contract. That contract was so common in business that it had become known to the courts and had received an interpretation. That being so, all courts would now adopt that interpretation. The contract did not pass the property in the goods at the time when the contract was made. Certain things must happen to pass the property. The person who received the goods might return them if he did so within a reasonable time, but that option was solely his. The person who delivered them to him could not at any time demand them back, his only right being to sue for the price or value of the goods. What must the person who had received the goods do to show that he accepted the goods as sold to him? That was stated in section 18, rule 4, of the Sale of Goods Act, 1893, the language of which section was most unhappily chosen. They must give the words "any other act adopting the transaction" some meaning. What transaction was he to adopt? It could not mean the delivery of the goods on sale or return, because that had been done long before. It must mean adopting the transaction so as to make him the purchaser of the goods. There must be some act signifying that he had adopted the transaction by becoming the purchaser of the goods. If he did an act which was only consistent with his being the purchaser, that was sufficient. Here the proposed purchaser pawned the goods. He could not get them from the pawnbroker without repaying the money advanced. That was inconsistent with his free power to return them. He ought not to have done that unless he considered himself the purchaser.

By doing that he had made himself the purchaser, and the plaintiff could only sue him for the price. The plaintiff therefore could not maintain this action.

LOPES and RIBBY, L.J.J., concurred.—COUNSEL, H. D. Benney and C. L. Attenborough; Bucknill, Q.C., and C. L. Attenborough; McCall, Q.C., and W. E. Hume Williams, SOLICITORS, Stanley Attenborough & Tyer; Attenborough & Son; Colyer & Colyer.

[Reported by W. F. BARRY, Barrister-at-Law.]

LANE v. COX. No. 1. 11th and 19th Dec.

LANDLORD AND TENANT—LIABILITY OF LANDLORD FOR INJURY TO STRANGER DURING TENANCY—DEFECTIVE PREMISES—WEEKLY TENANCY.

This was an appeal from the judgment of Lord Russell of Killowen, C.J., who nonsuited the plaintiff at the trial of the action with a special jury. The action was brought to recover damages for personal injuries from the defendant, the owner of a house which he had let to a weekly tenant. The plaintiff was employed by the tenant to remove some furniture, and, whilst doing so, he sustained the injuries complained of owing to the staircase giving way. It was proved at the trial that the staircase, not having sufficient support, was defective and unsafe, and that this defect existed at the time the tenant went into occupation. The Lord Chief Justice ordered nonsuit, and from this order the plaintiff now appealed, on the ground that there was evidence of liability on the part of the landlord to go to the jury. During the arguments of the counsel the following cases were cited: *Nisson v. Liverpool Brewery Co.* (25 W. R. 877, 2 C. P. D. 311), *Payne v. Rogers* (2 H. Blackstone 349), *Sandford v. Clarke*, (37 W. R. 28, 21 Q. B. D. 398), *Todd v. Flight* (9 W. R. 145, 9 C. B. N. S. 377), *Gwinnett v. Hamer* (L. R. 10 C. P. 658), *Robins v. Jones* (12 W. R. 248, 15 C. B. N. S. 221), *Gandy v. Jubb* (12 W. R. 526, 5 B. & S. 78), *François v. Cockrell* (18 W. R. 668, L. R. 5 Q. B. 501), *Le Lievre v. Gould* (41 W. R. 468; 1893, 1 Q. B. 491), *Heaven v. Pender* (11 Q. B. D. 503). The Court reserved judgment.

Dec. 19.—**THE COURT** (Lord ESHER, M.R., and LOPES and RIBBY, L.J.J.) dismissed the appeal.

Lord ESHER, M.R.—The action was to recover damages from the owner of a house for personal injuries sustained, owing to the defective state of the staircase in the house, by a person employed by the tenant, and the question the court had to decide was whether the plaintiff could be held liable. There was evidence that the defect in the staircase existed at the time the defendant let the house. There was no contractual relation between the plaintiff and the defendant. The plaintiff did not invite the defendant into the house, nor was this the case of a shopkeeper who invites the public to enter. It was said there was negligence on the part of the defendant in letting the house in a defective state, and that this negligence had caused the damage; but there could not be negligence on the part of the defendant unless he had some duty or obligation towards the plaintiff, which duty he neglected. Was there any such duty in this case? If a person were on highway he would have a duty imposed upon him—namely, to take a reasonable care not to interfere with other persons on the highway. So also if a person has a house close to a highway he has a duty imposed upon him towards the passers-by; he must not let his house be in such a condition as to cause them injury. It had been contended in this case that there was negligence on the part of the defendant in letting the house in an unsafe condition. There was no duty, however, imposed upon a landlord towards his tenant not to let an unfurnished house in an unsafe condition, unless such duty arose by contract; much less, then, would there be a duty on the part of a landlord towards a stranger. If there was no duty on the part of the defendant towards the plaintiff there could be no negligence, and the Lord Chief Justice was quite right in ordering a nonsuit.

LOPES and RIBBY, L.J.J., concurred. Appeal dismissed.—COUNSEL, Sinclair Cox and F. Lampard; B. F. Williams, Q.C., and F. R. G. Radcliffe, SOLICITORS, A. Savage Cooper; Powell & Skuse.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

CLARK v. PETROCOKINO. No. 2. 18th Dec.

INJUNCTION—SALE OF GOODS—MISREPRESENTATION THAT THE GOODS ARE THOSE OF THE PLAINTIFF—INTERLOCUTORY INJUNCTION, WHEN TO BE GRANTED—IRREPARABLE INJURY.

This was an appeal by the defendant against an interlocutory injunction granted by Chitty, J., to prevent the defendant, until the trial, from selling certain oil manufactured by him in such a way as to mislead the public into the belief that the oil was in fact manufactured by the plaintiff. Upon further evidence, which was not before Chitty, J.,

The Court (Lord RUSSELL of KILLOWEN, C.J., and LINDLEY and A. L. SMITH, L.J.J.) allowed the appeal.

Lord RUSSELL of KILLOWEN, C.J., in the course of his judgment said: In claims for injunctions of this kind it does seem to me that the court should not be too ready to grant interim injunctions before the final hearing of the case, and that the granting of injunctions in such cases ought, speaking broadly, to be confined to two cases: first, where the injury to be apprehended is such as to be practically irreparable; or secondly, the injury is of so serious a kind, and the position of the defendant is of such a nature that it is not likely he will be able to answer damages if damages should be assessed against him. But except in these kinds of cases, and limiting myself to applications of this nature, I think that if the defendant offers to keep an account and keeps an account, the matter may very well be left over till the trial of the action.

LINDLEY and A. L. SMITH, L.J.J., concurred.—COUNSEL, Lovett, Q.C., and Robert Frost; Byrnes, Q.C., and Willis Budd, SOLICITORS, Peaseok & Gedford, for H. C. Collins, Reading; Fullens & Co.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

RE CONSORT DEEP LEVEL GOLD MINING CO., Ex parte STARK AND ELLISTON. North, J. 21st Dec.

COMPANY—UNDERWRITING CONTRACT—AGENT—MISREPRESENTATION.

These were two motions to rectify the register of the company by the removal of the names of the applicants. The Mines Acquisition Co. had promoted the Consort Deep Level Gold Mining Co., and the applicants signed underwriting contracts. They now sought to be relieved from their liability upon the ground that their offer had never been accepted, or that at all events the acceptance was never communicated to them, and that misrepresentations had been made to them by Lambert, who induced them to underwrite, and also that the prospectus of the company contained misrepresentations.

NORTH, J. found that the acceptance of the applicant's offer by the Mines Acquisition Co. was never communicated to the applicants. But the Consort Co. did not know that the acceptance of their offer had not been communicated to them. Whatever their position might be as regards the Mines Acquisition Co., they were estopped from setting up non-acceptance of their offer against the Consort Co., who found a person furnished with authority to accept shares in the applicant's name. *Carmichael's case* (1896, 2 Ch. 643), decided that the authority given was irrevocable, even if there was any revocation, which, upon the facts, his lordship held that there had not been. As to the verbal misrepresentations, his lordship held that they were not made out. He was inclined to think that a statement in the prospectus as to the amount of gold extracted from a reef running through the property might be misleading, but he was not satisfied that the applicants relied upon it. He accordingly dismissed the motions with costs.—COUNSEL, Swinfin Eady, Q.C.; W. F. Hamilton; Bigham, Q.C.; Upjohn, SOLICITORS, W. J. Payne; Mellor, Smith, & May.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

RE HILL'S SETTLEMENT TRUSTS, HILL v. EQUITABLE REVERSIONARY INTEREST SOCIETY (LIM.). Stirling, J. 10th Dec.

ADMINISTRATION—SETTLEMENT—SUCCESSIVE APPOINTMENTS—ASSIGNMENTS AND INCUMBRANCES OF APPOINTED SHARES—INTEREST—COSTS.

Two questions were raised in this case, first as to the rate of interest to be allowed in respect of several appointments, and secondly as to how the costs of an administration action were to be borne. The facts were as follows: By a marriage settlement certain funds were settled upon trust to invest and pay the annual produce during the joint lives of husband and wife as therein mentioned, and after the death of one of them to the survivor for life, and after the death of the survivor to distribute among the children of the marriage as the husband and wife should jointly appoint, and in default thereof as the survivor should by deed or will appoint. The husband died without exercising the joint power of appointment, and the wife made several successive appointments in favour of some of her children, and appointed the residue in favour of another child. The wife died, and an action was brought to administer the trusts of the settlement. It appeared that the appointees had assigned in some cases to two or three persons, and had encumbered their shares.

STIRLING, J., said that the rule being that interest should be allowed at 4 per cent. he felt some difficulty about following *Kekevich, J.'s case*, decision in *Re Goodenough, Marland v. Williams* (44 W. R. 44; 1895, 2 Ch. 537), and would in the present case allow interest, in respect of the several appointments, at the rate of 4 per cent. per annum as from the death of the tenant for life. As to the question of how the costs were to be borne, he could not distinguish the case in principle from *Re Oxford, Cartwright v. Del Balso* (44 W. R. 383; 1896, 1 Ch. 257), and accordingly the costs would have to be borne rateably by the appointed shares. In the peculiar circumstances of the present case one set of costs would be allowed to each child in respect of the several appointments to him, the several assignees of such appointments to stand on the same footing, and to divide the costs allowed in respect of such child's share rateably between them.—COUNSEL, Graham Hastings, Q.C., and T. T. Method; B. B. Rogers; Ingpen; T. Douglas; Church; Wright Taylor; Seddon; S. Dickinson; Curtis Price, SOLICITORS, Woodroffe-Burgess; Clayton, Sons, & Fergus; P. Collings & Co.; J. C. Wheeler; Prior, Church, & Adams; W. S. Fiske; Ley & Lake; Broughtons; Pilgrims & Phillips.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Queen's Bench Division.

CONSERVATORS OF THE RIVER THAMES (Appellants) v. THE ASSESSMENT COMMITTEE OF THE CITY OF LONDON UNION (Respondents). 10th Dec.

POOR RATE—THAMES CONSERVATORS—RATABILITY OF NEW OFFICES OF CONSERVATORS—THAMES CONSERVANCY ACT, 1857 (20 & 21 VICT. c. CLXVII.)—THAMES CONSERVANCY ACT, 1894 (57 & 58 VICT. c. CLXXXVII.), s. 289—BLACKFRIARS BRIDGE ACT (7 Geo. 3, c. 37).

Special case. The question in this case was whether the conservators were liable to pay poor rate in respect of their premises on the Victoria Embankment. The appellants are a body corporate originally incorporated by the "Thames Conservancy Act, 1857," and continued by the "Thames Conservancy Act, 1894," for the purpose of carrying the said Acts into execution, and with power to take and hold lands and other

property for the purposes of the said Acts. By section 289 of the Act of 1894 it was provided that "all lands, buildings, locks, grounds, towpaths, bridges, ferries, and works for the time being vested in the conservators in respect of the Thames above London Bridge shall be exempt from all parochial charges, rates, taxes, assessments, impositions, and payments whatsoever, save as hereinafter in this section mentioned." By section 12 of the said Act of 1857 it was provided that the conservators might "from time to time provide and maintain a fit and convenient public office within the City of London for holding the meetings of the conservators and transacting the business of the conservancy." This section was in substance reproduced by section 51 of the said Act of 1894. Under the powers conferred by section 12 of the Act of 1857 the appellants took a lease of a plot of land on the north side of the Victoria Embankment, in the City of London, and erected a building thereon for an office. The northern portion of the said plot was enclosed and embanked under the Blackfriars Bridge Act (7 Geo. 3, c. 37), and was thereby free from all taxes and assessments. The southern portion was formerly part of the bed and soil of the River Thames, which was reclaimed when the Victoria Embankment was constructed. On the 31st of May, 1895, the Overseers for the Poor of the Parish of St. Bride valued and assessed the above-mentioned premises at a gross value of £1,150 and a rateable value of £959. The appellants objected to this valuation on the ground that the premises were exempt by section 289 of the Act of 1894 from such assessment. Before the respondent committee the appellants contended that the said premises were not rateable by virtue of the provisions of the said section 289, and even if they were not so exempt yet the northern portion of the said plot of land was vested in them as successors, and was by the Blackfriars Bridge Act free from all taxes and assessments. The assessment committee decided that the appellants were not exempt from assessment, except in respect to the northern portion of the said plot. The conservators now appealed. The question for the decision of the court was whether the said southern portion of the land with the portion of buildings thereon was or was not exempt under section 289 of the Act of 1894 from all parochial charges, &c.

THE COURT (WILLS and WRIGHT, JJ.) dismissed the appeal, and held that the exemption did not apply to the premises in question. Section 289 only meant to continue the exemptions, such as they were, at the time of the Act, and did not intend to enlarge them. Appeal dismissed with costs.—COUNSEL, E. Bancks; R. C. Glen, SOLICITORS, J. Hughes; *Reservatory*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

THOMSON (Appellant) v. BURNS (Respondent). Div. Court. 10th Dec.
FISHERY — SHELL-FISH — REMOVAL FROM FISHERY — THE SEA FISHERIES REGULATION ACT, 1888.

This was a case stated by justices for the county of Lancaster. At a petty sessions held at Ulverston on the 4th of June, 1896, an information preferred by the appellant against the respondent under the 21st bye-law of the Lancashire Sea Fisheries District charging that the respondent on the 20th of May, 1896, at a fishery within the limits of the Lancashire Sea Fisheries did unlawfully remove from the said fishery certain cockles of a size prohibited by the bye-laws, was heard and determined. The appellant was a bailiff for the said Sea Fisheries district. It was proved that the respondent was fishing for cockles on Baycliffe Sands, Morecambe Bay, and had several bags on the sands round his cart partly filled with cockles which had been washed, a considerable portion of which cockles were under size within the bye-laws. The respondent when spoken to said that if the bailiffs had not come on to the sands he would have taken the cockles away. Upon being told that the cockles were too small the respondent sorted them over again, and left on the sands those which were too small, and only took away such of the cockles as were of proper size. It was contended on the part of the appellants that the fact of the respondent having washed his cockles and put them into bags was a removal from the fishery, although he had not actually removed those bags from off the sands. On the part of the respondent it was contended that the bye-laws did not define the meaning of a "fishery" and that, as cockles were found on the sands in all parts of Morecambe Bay, the whole of that bay was the fishery, and that unless and until the cockles had been actually carried away from the sands on to the shore there had not been such "removal" as was contemplated under the bye-law, as, so long as the cockles had not been so carried to shore, it was open to the respondent to reject those which were too small as he had done. The magistrates dismissed the information. They were of opinion that bye-law 21 was not clear. That there was a distinction between "taking" and "removal" of shell-fish from a fishery, the "taking" meaning the extracting from the sands, and the "removal" meaning the actual carrying away right off the fishery, and that, although it was the intention of the respondent, if he had not been interfered with, to have removed the cockles from the fishery, he had not actually done so as he had left them on the sands and had only taken away those which were of the proper size. The question of law for the court was whether there had been a "removal" within the meaning of bye-law 21. That bye-law provides that "No person shall remove from a fishery any cockle which will pass through a gauge having an oblong opening of three-quarters of an inch in breadth and not less than two inches in length."

THE COURT (WILLS and WRIGHT, JJ.), in allowing the appeal, held that the word "fishery," as and by the Act, was distinct from the expression "sea fisheries," and that a removal from the "fishery" within the meaning of the bye-law in question was effected when there was no intention to replace the cockles taken, and when the removal was intended to be permanent. To hold otherwise would enable anyone to evade the Act. Appeal allowed and case remitted.—COUNSEL, Pitford, Q.C., and *Sunder-*

son; Manisty, SOLICITORS, Arscott & Co., for Sanderson, Lancaster; Chilfres & Davenport, for E. Walker, Ulverston.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

OSBORN v. WOOD & BROTHERS. Div. Court. 10th Dec.

COTTON CLOTH FACTORIES ACT, 1889 (52 & 53 VICT. c. 63), s. 13—PENALTIES FOR OFFENCES—PENALTY NOT REDUCABLE UNDER SECTION 4—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. c. 49).

This was a case stated by the justices for the county of Lancaster. At a petty sessions held at Bury, in the county of Lancaster, an information was preferred by E. H. Osborn, the appellant, an inspector of factories, against Wood & Brothers, the respondents, that on the 27th of March, 1896, the respondents, the occupiers of a cotton cloth factory, within the meaning of the Cotton Cloth Factories Act, 1889, did allow an amount of moisture in the atmosphere of such cotton cloth factory to be in excess of such amount as is represented by the number of grains of moisture per cubic foot of air shown in column 1 of the table in Schedule A to that Act, opposite to such figure in column 2 as represents a temperature existing in such cotton cloth factory at such time, this being a contravention of the Act repeated within twelve months after notice in writing to the occupiers of the said factory of a similar contravention of the provisions of the said Act contrary to the form of the statute. On the 13th of August, 1895, and on the 8th of September, 1895, notices in writing were given to the respondents of their having contravened the Cotton Cloth Factories Act on two occasions prior to the dates of these notices, but within twelve months of the 27th of March, 1896, the date upon which the offence the justices adjudicated upon was alleged to have been committed. Section 13 of the above Act provides that, "If in the case of any cotton cloth factory there is a contravention of or non-compliance with any of the provisions of this Act, the inspector shall give notice in writing to the occupier of the same of the acts or omissions constituting the contravention or non-compliance, and if such acts or omissions or any of them are continued or not remedied, or are repeated within twelve months after such notice has been given, the occupier of such factory shall be liable on summary conviction for the first offence to a penalty of not less than five pounds, nor more than ten pounds, and for every subsequent offence to a penalty of not less than ten pounds nor more than twenty pounds." On behalf of the appellant it was contended that section 13 prohibited the magistrates from reducing the penalty to be imposed upon the respondents below the sum of £5. On behalf of the respondents it was contended that section 4 of the Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), empowered the magistrates to reduce such penalty. The magistrates found as a fact that the respondents had been guilty of the offence charged in the said information, but were of opinion that by section 4 of 42 & 43 Vict. c. 49 they had a discretionary power to reduce the penalty to be imposed below the sum of £5 named in section 13 of the Cotton Cloth Factories Act, and they accordingly fined the respondents twenty shillings and costs. The question of law on the above statement of facts for the opinion of the court, was as to whether section 4 of 42 & 44 Vict. c. 49, gives the magistrates power to reduce the penalty of £5 imposed under section 13 of the Cotton Cloth Factories Act. The following cases were cited during the arguments: *Reg. v. County Court Judge of Halifax* (30 W. L. 492: 1891, 2 Q. B. 263); *Dobbs v. Grand Junction Waterworks Co.* (31 W. R. 13, 9 Q. B. D. 151); *Reg. v. Oastler* (50 L. J. M. C. 4).

THE COURT (WILLS and WRIGHT, JJ.) allowed the appeal.

WILLS, J.—Section 13 enacted that in the event of certain specific acts being done an offence is committed, the penalty of which is a fine of not less than £5. The enactment was quite clear. These specific offences had been expressly taken out of the scope of section 4 of the Summary Jurisdiction Act. The nature of the offence indicated that it was the intention of the Legislature here to override section 4. The provision as to the reduction of a fine in the Summary Jurisdiction Act was only intended to apply where Parliament does not subsequently legislate specifically to the contrary. The case would therefore be remitted. Appeal allowed.—COUNSEL, Sutton; Denkwerts, SOLICITORS, Solicitor to the Treasury; Rowcliffe & Rawls, for John Hall, Bury, Lancashire.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

LONDON COUNTY COUNCIL (Appellants) v. HOBBIS (Respondent). Div. Court. 10th Dec.

COUNTY COUNCIL—DANGEROUS STRUCTURE—NOTICE TO REMOVE OR REPAIR—RECOVERY OF EXPENSES—MINISTERIAL DUTY OF COUNTY COUNCIL—LONDON BUILDING ACT, 1894.

This was a case stated by one of the metropolitan police magistrates. The respondent, the owner of a structure known as 331, Ferry-road Poplar, in the county of London, was summoned before the magistrate by the appellants for the recovery of certain expenses incurred by them in the matter of a dangerous structure, to wit, the said No. 331, Ferry-road, and in carrying into force the provisions of the London Building Act, 1894, with respect to the said structure. Information was given by the district surveyor to the appellants that the structure was in a dangerous state, whereupon such surveyor was instructed by the architect's department of the appellants to certify as to its condition. The surveyor certified that the structure was in a dangerous state, and that it was necessary that the respondent should execute certain repairs. Whereupon the superintending architect to the appellants served notice upon the respondent requiring him to take down or otherwise secure the said structure. Upon receipt of such notice the respondent executed the necessary works, but declined to pay the expenses incurred by the appellants. The expenses were in accordance with sections 113 and 117, and parts 2 and 4 of

the third schedule of the said Act. These steps were taken in the ordinary matter of course by the office. Except as aforesaid, the dangerous state of the structure was not made known to the London County Council, the appellants, and the matter of the said structure was not, except as aforesaid, dealt with by the London County Council or brought before them in any way whatever. The appellants contended that the powers and duties conferred on them under sections 103 and 106 of the said Act were ministerial only, and had been duly delegated to, and were properly exercisable by and under the supervision of their superintending architect. The magistrate held that the expenses, if recoverable at all, could only be recovered where sections 103, 105, and 106 of the said Act had been complied with; that those sections had not been complied with, inasmuch as it had not been made known to the appellants that the structure was in a dangerous state and the appellants had not required a survey of the structure to be made under section 103, nor had they caused the notices to be served on the respondent under section 106; that the appellants had no authority to delegate their powers to the superintending architect so that the routine followed in his department was not a compliance with the section in question. The question for the opinion of the court was whether such decision was right in law. Certain standing orders made by the London County Council on the 23rd of November, 1894, relating to dangerous structures were referred to as part of the case. The London County Council appealed.

THE COURT (WILLS AND WRIGHT, JJ.) held that the magistrates' decision was wrong in law. The duties conferred upon the London County Council in such a case were purely ministerial, and an action of this kind must be taken by a duly authorized person without waiting for the decision of the County Council as a body. The appeal would therefore be allowed, and the case be remitted to the magistrate. Appeal allowed.—COUNSEL, Avery. SOLICITOR, Blaxland; Respondent in person.

[Reported by R. G. STILLWELL, Barrister-at-Law.]

UMFREVILLE (Appellant) v. LONDON COUNTY COUNCIL (Respondents). Div. Court. 9th Dec.

LOCAL GOVERNMENT—COWKEEPER—LICENCE NOT REQUIRED BY FARMER—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), ss. 20, 28, 141.

Special case. This was an appeal from the decision of Mr. Bullock-Marsham, a metropolitan magistrate sitting at Greenwich Police Court. The charge preferred against Mr. Umfreville by an inspector of the London County Council was that he, being a person carrying on the trade of a dairyman, did unlawfully use certain premises at Joy Farm, Brockley, as a cowhouse without a licence from the London County Council, contrary to the Public Health (London) Act, 1891. The question was whether Mr. Umfreville was a "cowkeeper" within the meaning of section 20 as read with section 141 of the Act. Sub-section 1 of section 20 directs that "a person carrying on the business of dairyman shall not use any premises in London (outside the city boundary) as a cowhouse or place for keeping cows without a licence from the London County Council. Section 141 defines the word "dairy" as including "any farm, farmhouse, c. washed, milk store, or other place from which milk is supplied, or in which milk is kept for the purposes of sale." The magistrate convicted, but stated this case for the opinion of the court. The appellant appeared in person, and in support of the facts stated in the special case, said he was a farmer and not a cowkeeper. He was the occupier of Joy Farm, and was, at the time the information was laid, keeping upon part of the premises fitted up as a cowshed three cows, five heifers, a young bull, and three calves. Three of the cows were in full milk. He did not sell the milk, but used it to rear up and fatten the calves, which he afterwards sold. He was not a dairyman or cowkeeper, but farmed the land, and as an incident thereto fattened calves for sale to butchers. For the County Council it was contended that the word "cowkeeper" included a business like that carried on by the appellant, and that a licence ought to be taken out for it. The County Council pressed the matter, on the ground that the business, if improperly carried on, might be dangerous to the public health, and that, if the premises were licensed, they would from time to time be inspected and reported upon.

THE COURT (WILLS and WRIGHT, JJ.) allowed the appeal.

WILLS, J., said Mr. Umfreville had committed no offence under the Act unless he was carrying on a business as a "cowkeeper" without having obtained a licence. From the facts stated in the case the business of the appellant appeared to him to be that of a farmer and nothing else. Unless the Act intended that a farmer who, as an incident in the occupation of his farm, kept cows, was to be included in the terms used in the Act to define a dairyman, the appellant was not liable to take out a cowkeeper's licence. In his opinion the words of the Act were never intended to have so wide a meaning, and did not include a business such as that which the appellant carried on. It had been urged that such premises should be licensed on the ground of public policy. He did not agree with that view, as ample power was given by other sections of the Act to local authorities to insure the public from any danger of impure milk or from the premises being so managed as to become a nuisance and dangerous to health.

WRIGHT, J., concurred. Carrying on the business of a cowkeeper was a special business of itself. Here the appellant carried on, not the business of a cowkeeper but that of a farmer. Appeal allowed with costs.—COUNSEL FOR RESPONDENTS, Daldy. SOLICITOR, W. A. Blaxland.

[Reported by ERSKINE REID, Barrister-at-Law.]

DENNIS v. FORBES AND OTHERS. Div. Court. 9th Dec.

EMPLOYER'S LIABILITY—ACTION BY FOREMAN ENGINEER—"WORKMAN" EMPLOYED IN MANUAL LABOUR—NON-SUIT—EMPLOYERS AND WORKMEN

Act, 1875 (38 & 39 VICT. c. 90), s. 10; EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. c. 42), s. 8.

This was an appeal from the judgment of a non-suit of the deputy-judge of the City of London Court (Mr. Robins), given in an action brought under the Employers' Liability Act, 1880, by the appellant as widow of one Henry Dennis, who at the time of the accident was employed as foreman engineer by the defendants. The short point for the decision of the court was whether Dennis was a "workman" within the meaning of section 8 of that Act. The learned deputy-judge after hearing evidence, held that the deceased man was not a "workman," and non-suited the plaintiff. The evidence of employment was to this effect. Dennis had for many years been employed as a fitter and turner by the defendant firm, but for the last two years or so had acted as foreman engineer on their works. It was contended by the defendants' counsel, who raised this point as a preliminary objection to the case being heard, that the evidence showed that Dennis was not at the time employed in manual labour, unless there was a breakdown, or the firm happened to be for a day or two shorthanded. He stated that he was prepared to prove that in fact Dennis had not been so employed on more than four occasions within the last two years, and these exceptions, he contended, did not bring his regular employment within the meaning of section 8 of the Employers' Liability Act, 1880. That section limits the class of persons who may bring actions under that Act to railway servants, and those who would come within the definition of a "workman" given in section 10 of the Employers and Workmen Act, 1875. The material part of section 10 is as follows: A workman is any person "who, being employed as journeyman, artificer, handicraftsman, miner, or otherwise engaged in manual labour, . . . has entered into or works under a contract with an employer."

THE COURT (WILLS and WRIGHT, JJ.) held that the judgment of the non-suit entered for the defendants was right, and dismissed the appeal.—COUNSEL, P. T. Blackwell; Ellis Hill SOLICITORS, S. Meyers; Watson, Sons, & Room.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. v. SODEN AND OVEREND. 16th Dec.

PARLIAMENTARY FRANCHISE—REGISTRATION—OBJECTION TO VOTER—CLOSING THE LIST—28 & 29 VICT. c. 36, s. 15.

In this case a rule nisi had been obtained for a mandamus calling upon Mr. Soden, revising barrister for Leeds, to shew cause why he should not state a case. The rule was obtained on the application of one Sykes, whose name had been removed from the list of Parliamentary voters for Leeds on the objection of Overend. The revising barrister had filed an affidavit, from which the facts appeared to be as follows. It was—the custom of the barrister to hold a revision court for each of the five divisions of Leeds, and also to separate contentious from non-contentious business. In September, 1896, four sittings were fixed for the Central Division of Leeds—i.e., one on the 12th and 14th and two on the 15th, and notice was given that the lists would be closed on the evening of the 15th. On that day, at the conclusion of the sitting, the revising barrister satisfied himself that there were no more persons present desirous of being heard either in support of claims or in answer to notices of objection. On Wednesday, the 16th, the barrister took the objection list for the purpose of striking out the names of persons who had been objected to, and who had not appeared at the previous sittings. The name of Sykes appeared on the list of persons objected to, and on the name being read out, Linforth, a registration agent, appearing on Sykes' behalf, said "No objection." Evidence of service of the notice of objection was then given, and the revising barrister removed the name of Sykes to Division 3. Linforth then claimed to be allowed to call Sykes, who was present to give evidence in answer to the objection. The barrister refused to hear Sykes on the ground that the lists had been closed on the previous evening, when Sykes had had an opportunity of being heard if he had desired it. Affidavits had been filed by Linforth and Sykes, which alleged that Linforth had mentioned on the 15th that he was prepared to prove that the objection to Sykes was bad; but this allegation was not admitted by the barrister. It was contended in support of the rule that the revising barrister had no power to strike off a name until the objection had been proved, and prima facie evidence having been given in support of the objection, the person objected to had a right to be heard in reply: 41 & 42 Vict. c. 26, s. 23 (8).

THE COURT (WILLS and WRIGHT, JJ.) discharged the rule.

WILLS, J., said that it was a great pity that persons spent all their energy in making things difficult for the revising barrister, instead of loyally assisting him in the discharge of his onerous duties. The revising barrister had made convenient rules for carrying on the necessary business of his court, and if people wanted their cases treated as contested cases, the practice was perfectly well known. His lordship accepted Mr. Soden's version of what had occurred. No effective steps had been taken by Linforth to inform the barrister that the objection to Sykes was to be contested. Therefore the case went over to the next day as an uncontested case, the only question being as to the service of the notice of objection.

WRIGHT, J., agreed. He did not think there was any power to state a case in such a case as this. The application should have been for a mandamus to the revising barrister to hear and determine the case. Rule discharged.—COUNSEL, H. Sutton; W. Graham; Lewis Thomas. SOLICITORS, Solicitor to Treasury; Hickin Smith & Capel-Cure; A. Scott Lawson, for Walter & E. H. Foster, Leeds.

[Reported by P. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

GOLD REEFS OF WEST AUSTRALIA (LIM.) v. DAWSON. North, J.
18th Dec.

PRACTICE—NAME OF COMPANY USED WITHOUT AUTHORITY—SOLICITORS ORDERED TO PAY COSTS.

This motion had been argued the previous week, when his lordship decided that giving notice of discontinuance of the action did not prevent the bringing on of a motion to strike out the name of the company as plaintiffs, and that the solicitors might be personally ordered to pay the costs of the motion. Fresh evidence was brought forward in order to show that the use of the company's name had in fact been authorized. It appeared that the action was commenced on the 3rd of September in the name of the directors and four other persons. The company was at this time in voluntary liquidation. A meeting was held on the 29th of September, at which (amongst others) certain persons who were held by his lordship not to be members of the company were present, and they purported to resolve that the winding up was against the interests of the company, and that the action in the name of the company should be authorized. It was said that in any event the delay prevented the motion from being successful.

NORTH, J.—It seems to me that no authority whatever was given by the company to commence this action. The action was commenced upon the 3rd of September, and until the 29th of September the proceedings in the name of the company were wholly unauthorized. The fact that certain directors were co-plaintiffs gave no such authority. It is said that the solicitors had authority because of a meeting on the 29th of September, at which two directors only were present. What power had those directors to act then? None whatever. Section 133 (5) shows that after the commencement of a winding up the directors can only act when authorized by the company in general meeting or with the liquidator's sanction. Here there is no sanction by the liquidator or authority given by the company in general meeting. It is said that authority was subsequently given, but I am not satisfied as to this alleged ratification. The meeting of the 29th of September included a number of people who were not members of the company, and this *ex post facto* approval by the meeting of making the company a plaintiff is not made out. It is said that the application is too late, but five people were plaintiffs, and striking out the name of the company would not terminate the action. I make an order striking out the name of the company as plaintiffs, and order the solicitors to pay the costs, including the costs of the company.—COUNSEL, Swinburne Eady, Q.C., and Dukes; Kenyon Parker. SOLICITORS, Geor^e & Chiles; Wyatt, Digby, & Co.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

17 Dec.—HENRY ROBERT ELTON.

18 Dec.—FRED. WILLIAMS FARRER (Huddersfield).

21 Dec.—ARTHUR HERBERT DRAKE.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

In pursuance of the resolution passed at the adjourned annual general meeting held on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, I am directed to inform you that a special general meeting of the members of the society will be held in the hall of the society, on Friday, the 29th of January, 1897.

Members who desire to move resolutions should give notice of them to the secretary on or before the 6th of January, 1897, as it will be necessary to include them in the notice to members convening the meeting.

(By Order) E. W. WILLIAMSON, Secretary.

December 21, 1896.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

The fourth annual dinner of this association was held on Thursday night, the 17th inst., in the King's Hall of the Holborn Restaurant, under the presidency of Mr. F. T. Davies. Among the guests were Sir Francis Jeune, Mr. Justice Kekewich, Mr. Justice Romer, Mr. Justice Lawrence, Sir William W. Karlake, Q.C.

The Chairman, in proposing "The Queen," said he had transmitted to her Majesty the congratulations of the association on the attainment of the longest reign, and had received the following reply: "Windsor Castle, December 17, 1896.—Sir,—I am commanded by the Queen to beg that you will be good enough to convey to the meeting of the Solicitors' Managing Clerks' Association her Majesty's best thanks for the kind expression of their congratulations and assurances of loyalty which was contained in your letter to me of yesterday.—I have the honour to be, Sir, your obedient servant, ARTHUR BIGGE."

Sir Francis Jeune, in proposing the toast of "The Association," expressed the pleasure with which he found himself present at that splendid gathering—a pleasure which was enhanced by the knowledge that it was a company of men actuated by a sense of duty. It was always a pleasure to meet lawyers and to discuss matters of common interest to them; but on the present occasion they had something more in

view—they were there to wish success to the Solicitors' Managing Clerks' Association. When, three years ago, it was determined by managing clerks, standing midway between the great body of clerks and the solicitors, to found a body to protect their interests, which should encroach neither on the United Law Clerks' Society, which was a benefit society, nor on the Law Institution, which was an educational and disciplinary body, it could not have been anticipated that the society would now consist of more than 300 members, that a law library would be established, that the society would be provided with a settled home, and that its financial condition would be exemplary. It was the duty of every branch of the profession to support the association in its endeavours after success. The success it had attained proved two things—first, that such an institution was needed; secondly, that managing clerks knew how to manage their own affairs. It was to the legal profession alone that the association could look for recognition. The members of other branches of the profession had wider audiences. Managing clerks, whose duties were practical and whose ambitions were confined to a narrower sphere, could not look for the same general recognition. Judges and barristers did their work in the light of day. They received as much notoriety as they desired, and probably as much as they deserved. Solicitors in important causes had their names written at the end of the reports, where they found immortality in italics. These results were beyond the scope of managing clerks. It was the duty of lawyers to support the association because lawyers were the only audience of managing clerks, and their only competent critics. He had no doubt that this recognition would be fully accorded, that solicitors would welcome an association which did so much for those upon whose labours they depended, and he was glad to know that Mr. Budd, the late president of the Incorporated Law Society, had expressed himself in this sense. It was well known that barristers knew how to appreciate the services of managing clerks. He had heard that Lord Cairns always began a consultation by asking, "Who is the gentleman attending to this business?" whereupon the managing clerk would come forward, and to him alone would the great advocate address himself. Speaking for the division over which he presided, and from his experience of the common law bar, and of a vacation saddened by attendance at chambers, he could say that judges never failed to appreciate the services of managing clerks, whom they saw more often than their principals.

The Chairman, in acknowledging the toast, said that for the first time in history a lawyer's clerk divided four of her Majesty's judges and brought them together. It had been remarked that managing clerks had no social status; but if their position were not raised after that gathering it would be their own fault. His year of office had been exceptional, in that he had entertained five of her Majesty's judges. Their presence among them would be an incentive to them to look higher. To Mr. Cairns, the first president, belonged the credit of putting the association on a proper foundation.

Mr. Cairns proposed "Her Majesty's Judges," which was responded to by Mr. Justice Kekewich and Mr. Justice Lawrence.

Mr. Thornton proposed "The Bar and the Legal Profession," to which Mr. Cossens-Hardy, Q.C., M.P., and Mr. Arnold Trinder replied.

Mr. Kelleher proposed "Our Guests and Visitors."

Mr. Justice Romer, who replied to the toast, said the entertainment of the guests showed that the managing clerks had a kindly feeling towards the judges, while the presence of the guests showed that they had a kindly feeling to the managing clerks. They were there not merely to enjoy a good dinner and good music, though lawyers were fond of both, but chiefly to testify to the respect in which they held managing clerks, and to recognize the efficient manner in which they discharge their duties. The administration of the law depended on several bodies of men, who formed so many links in a chain. If one link were weak the whole chain suffered. An important link consisted of the managing clerks. Even judges were a necessary link—he made the statement with some diffidence, because some people appeared to think that all disputes could be settled by arbitration. He did not like to overstate any case—he was not accustomed to do so even when he was at the bar—but he could not without any exaggeration, from his experience at the bar as well as on the bench, that managing clerks performed their duties ably and courteously.

Mr. Robinson proposed "The Officers," and the toast was acknowledged by Mr. Turner, the secretary, and Mr. Wright, the treasurer, who announced amidst cheers that the £100 promised at the last annual dinner had been obtained.

The health of the Chairman was proposed by Sir William W. Karlake, Q.C., who said that he had known Mr. Davies for over twenty years, and he was glad to say his many interviews with him had been most profitable.

The Chairman acknowledged the compliment, and proposed a very hearty vote of thanks to the artistes. This was carried and a most enjoyable evening brought to a close.

LEGAL NEWS.

APPOINTMENTS.

Sir RICHARD TRIMPLER RENNIE, Knt., late Chief Justice of Her Majesty's Supreme Court for China and Japan, has been appointed to act temporarily as Special Judge of Her Majesty's Supreme Consular Court at Constantinople.

Mr. PARTON W. CHANDLER, of 8, New-court, Lincoln's-inn, has been appointed by the Council of the Law Society an Assistant Examiner.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

HENRY SAMUEL DAVY and **ARTHUR HOWLAND JACKSON**, solicitors, Ringwood and Fordingbridge (Davy & Jackson). Dec. 2. The said Arthur Howland Jackson will in future alone carry on the said business under the same style.

WILLIAM GEORGE DAVIES and **EDWARD ARNOLD DYER**, solicitors, 3, Rood-lane, and 75, Rochester-row, London (Philpin, Davies, & Dyer). Nov. 7. [Gazette, Dec. 18.]

HAROLD MARK CARTER, **WALTER RAMSDEN**, and **NORTON CARTER**, solicitors, Leeds (Carter, Ramsden, & Carter). July 7. The said Walter Ramsden and Norton Carter will continue to carry on the said profession or business on their own account under the said style of Carter, Ramsden, & Carter as heretofore.

PERCY HOLMES and **RICHARD AMPHLETT GARDNER**, solicitors, Abchurch House, Sherborne-lane, London (Parson, Lee, Holmes, & Gardner). Dec. 1.

EDWARD FRANCIS DAY, **CHARLES RUSSELL**, and **WILFRID FRANCIS BROUGHTON**, solicitors, 37, Norfolk-street, Strand, London (Day, Russell, & Broughton), so far as the said Wilfrid Francis Broughton is concerned. Dec. 16. The said Edward Francis Day and Charles Russell will continue th' said business under the style or firm of Day, Russell, & Co. [Gazette, Dec. 22.]

GENERAL.

It is stated that Mr. Newton, the magistrate of Marlborough-street Police-court, is about to retire from the bench. Mr. Newton has occupied the position for thirty years.

The rooms in the Royal Courts of Justice recently occupied by the Wreck Commissioners have been appropriated to the branch of the Treasury Solicitors' Office, formed by the taking over of the business formerly carried on by Messrs. Hare & Co. as agents to the Treasury Solicitor.

A smoking concert was given on the 15th inst. by the Inns of Court Orchestral Society in the hall of Gray's-inn by permission of the treasurer and masters of the bench. There was an interesting programme, which was well performed under the guidance of Mr. Arthur W. Payne, whose artistic rendering of De Beriot's 2nd violin concerto formed one of the features of the evening.

On the 18th inst. the petitions for private Bills for the session of 1897 were deposited in the House of Lords. There are, says the *Times*, 248 Bills of all descriptions—railways, canals, tramways, gas and water, &c., as against 199 last year. The largest number of Bills were deposited by Messrs. Sherwood & Co.—viz., 50; Messrs. Dyson & Co., 35; Messrs. Bell, 23; Messrs. Martin & Leslie, 20; Messrs. Rees & Frere, 17; and Messrs. Sharpe & Co., 16.

Sir Frank Lockwood, says the *St. James's Gazette*, although well known as a caricaturist, seldom allows his performances to travel beyond the sphere of his acquaintances. An exception has, however, been made by him in the case of the "Devil's Own" Volunteers, at whose concert the programme was ornamented by a row of judges smoking long clays and listening to the dulcet notes of an Inns of Court songster.

A smoking concert was given by the Inns of Court Rifle Corps on the 21st inst., in the Middle Temple-hall by permission of the benchers. The Prince of Wales was among the guests, who included the Lord Chancellor and many of the judges. The Prince of Wales was received by Lieutenant-Colonel S. H. S. Lofthouse, commanding the Inns of Court Volunteers, who presented to his Royal Highness the senior officers of the corps, including Colonel Bulwer, Colonel Russell, and Colonel Coltman (former colonels commanding the corps), Major Glen, and Major Sankey (Acting-Adjutant). The entertainment was furnished by the members of the corps, assisted by Mr. George Grossmith, Mr. Phil May, Mr. John Proctor, Mr. Geoffrey Thorn, and others.

On the 17th inst. at the Central Criminal Court, says the *Times*, Mr. Charles Henson Staniland, solicitor, appeared on bail on a charge of obtaining 4s. 6d. by false pretences. The defendant said he was advised to plead "Guilty," it being a technical offence. Mr. Horace Avory, who, with Mr. Travers Humphreys, appeared for the Incorporated Law Society, for the prosecution, said that the allegation against the defendant was that he obtained money as fees for certain affidavits which were sworn before him, he pretending at the time to be duly qualified to administer oaths. The Society had taken up the case because of its importance and because there was reason to believe that a number of persons not duly qualified were in the habit of taking affidavits. The defendant had been a solicitor for many years, and he was a commissioner to administer oaths. In 1894 some complaint was made against him by the Society of professional misconduct, and the High Court suspended him from practice for one year. During the period of his suspension he continued to take affidavits and receive fees as commissioner, notwithstanding the fact that, by the terms of his appointment, his authority to do so ceased when he was not practising as a solicitor. The Society desired it to be known that they would take proceedings against all persons who, being unqualified, administered oaths; but they had no desire to press the case in any way against the defendant. Mr. Beaufoi Moore, who appeared for the defendant, urged that he was acting under a misapprehension as to the scope of his powers as a commissioner, and he was prepared to make ample apology for having so acted. Mr. Justice Lawrence fined the defendant £10.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BACOLAY & SONS, LIMITED (OLD COMPANY)—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts and claims, to George Robert Barclay, 95, Farringdon st.

BERSTON CYCLE AND FITTINGS CO., LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Ernest Frank Petrie, 15, Holborn viaduct.

NEW ST AUGUSTINE, LIMITED—Creditors are required to send their names and addresses, and the particulars of their debts or claims, to George Henry Newman, 30 and 31, St Swithin's lane.

Creditors residing in the United Kingdom to send on or before Feb 1; elsewhere on March 31—*Dale & Co.*, Cornwall, solors for liquidator.

WEST AUSTRALIAN (GOLD DISTRICT) TRADING CORPORATION, LIMITED—Petition for winding up, presented Dec 14, directed to be heard Jan 11. Maddisons, 1, King's Arms yd.

Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 9.

London Gazette.—TUESDAY, Dec. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANIDJAA FIRE ESCAPE CO., LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to C. Whittington Cadle, 90, Cannon st. Travers & Co., solors to liquidator.

GRAY & GILBERT, LIMITED—Petition for winding up, presented Dec 17, directed to be heard on Jan 11. Bolton & Lee, 3, Temple gdns., solors for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 9.

HOWE CYCLE AND SEWING MACHINES CO., LIMITED—Petition for winding up, presented Dec 21, directed to be heard on Monday, Jan 11. Linklater & Co., 3, Bond st, Walbrook. Petner's solors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 9.

METRON INCANDESCENT LIGHTING CO., LIMITED—Petition for winding up, directed to be heard on Dec 7, was adjourned by the Court, and will be heard on Monday, Jan 11. Phelps & Co., 22, Aldermanbury, solors for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10.

MID-KENT BUILDING AND CONTRACTING WORKS, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts and claims, to P. A. Boulton, 110, Cannon st.

NORTHERN CONCESSIONS SYNDICATE, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Augustus Vansittart Conybeare and Mr. Henry Pinott Hill, 13, Austin Friars Dale & Co., Cornhill, solors for liquidators.

WEST INDIAN AND BRITISH GUIANA IRON CO., LIMITED—Petition for winding up, presented Dec 17, directed to be heard on Jan 11. Stammers, 23, Basinghall st, solor for petener. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10.

FRIENDLY SOCIETY DISSOLVED.

FRIENDLY SOCIETY, FOX INN, HILTON, BLANDFORD, DORSET Dec 9

WARNING TO INTENDING HOUSE PURCHASERS AND LESSERS.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 8.

ADE, JOHN STEPHEN, Arlington, Sussex, Yeoman Jan 15 Ade v Nicholson, Kekewich, J Senior, Lewes
BARRETT, HENRY ERNEST, Kingston on Hull, Merchant Jan 11 West v Barrett, Chitty, J Laverack, Kingston on Hull

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 15.

ANDELL, JAMES RICHARD, Kingston upon Hull, Yeast Importer Feb 1 Jacobs & Dixon, Hull
BALDWIN, JOHN LOVINE, Chepstow, Mon Jan 11 Godge & Co., Gt George st

BARTON, GEORGE, Landport, Portsea Jan 13 Lush, Southsea

BARR, ANN, Edgware rd Jan 21 C & E Woodroffe, Gt Dover st

BODDINGTON, MARY ANNE, Ditchling, Sussex Jan 18 Howlett & Clarke, Brighton

CHAPMAN, DAVID, Attercliffe, Sheffield Jan 27 Vickers & Co., Sheffield

COLLINSON, SARAH, Sleaford, Lincoln Jan 16 Jessop & Co., Sleaford

COOKE, CHARLES EDWARD STEPHEN, Loverwell, York Jan 10 Parkin & Co., Doncaster

COPPAGE, SAMUEL, Solihull, Warwick Jan 12 Poinson, Birmingham

CROFT, MARTHA, Hunslet, Leeds Jan 21 Granger & Son, Leeds

DAVIES, AUGUSTA, Newport, Mon Jan 31 Gardiner & Herbert, Newport

D'AVIGDOR, COUNTESS RACHEL, Palace et Jan 10 Futvoye & Co., John st, Bedford row

DINHAM, JOHN WHARTON, West Hampstead Jan 7 Peard & Son, Sise lane

FARQUHARSON, JAMES JOHN, Blandford, Dorset Feb 1 Hores & Pattison, Lincoln's inn fields

FENTON, WILLIAM, Puriwell, Batley, York Jan 20 Scholesfield & Co., Batley

FLETCHER, JOHN, Eckington, Derby, Farmer March 25 Alderson & Co., Sheffield

GLENDRING, ALEXANDER, Norfolk Jan 1 Duffield & Brutty, New Broad st

GREGORY, MARTHA, Salford Dec 31 Ledgard & Co., Manchester

HARRIS, JAMES FORDHAM, Tunbridge Wells Jan 20 Rhodes & Son, Dowgate hill

HORNE, HANNAH, Ilkley, York Jan 9 Robinson & Co., Bradford

JAMES, JOHN, Suffolk st, Pall mall East, Solicitor Jan 25 Garrard & Co., Suffolk st, Pall mall

KIDDELL, HARRIET, Charlton, Kent Jan 16 Routh & Co., Southampton st, Bloomberg

King, Geo.
Lock, Mi.
Partison,
Pearson,
Peter, V.
Powell, I.
Pulford,
Rapson,
Reynoldson,
Roberts,
Sadler,
Ammon, J.
Beveridge,
Gt Y.
Brannah,
Pet D.
Branton,
27 C.
Bull, H.
Pet J.
Chamberlain,
Wich.
Cleaver,
Dee.
Dangerfield,
Swan.
de Sverd,
Court.
Dove, V.
Dec.
Dunford,
bury.
Dundee,
Pet E.
Essey,
Ord.
Evans, G.
Glan.
Dec.
Franks,
15.
Frye, J.
Dec.
George,
Abey.
Goodman,
15.
Gordon,
14.
Harrison,
Pet.
Harrison,
Pet.
Hayden,
Dec.
Heann,
Pet.
Hodges,
Court.
Jackson,
Dec.
Jackson,
No.
Jacobs,
Ind.
Jones,
Dec.
Lewis,
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Lock,
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Louth,
Or.
Mallard,
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Marsh,
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Martin,
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Neal,
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Neal,
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Notary,
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Percival,
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Price,
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Proctor,
D.
Pike,
16.
Sayings,
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Seal,
Shak.
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Stover,
D.
Dec.

KING, GEORGE, Newcastle upon Tyne Jan 11 Richardson, Newcastle upon Tyne
 LEIGH, MRS EDITH MARIE, Chester Jan 14 Brown & Co, Stockport
 PATTISON, EMILY CHRISTINE, Ealing Jan 20 Hores & Pattison, Lincoln's Inn Fields
 PEARDON, JAMES, Moretonhampstead, Devon, Farmer Dec 31 Steele, Moretonhampstead
 PETERS, WILLIAM, Exeter, Merchant Feb 1 Burch & Son, Exeter
 POWELL, EVAN THOMAS, Brecon, Farmer Jan 16 Thomas, Brecon
 PULFORD, ALFRED, Tunbridge Wells Jan 20 Hores & Pattison, Lincoln's Inn Fields
 RAFFON, JOHN, Margate Feb 12 Boys, Margate
 REYNOLDS, HENRY, Suffolk, Farmer Jan 15 Welton, Woodbridge
 ROBERTS, JAMES, Shoreditch High St March 1 Ashley & Co, Frederick's-place, Old Jewry
 SHADLER, CHARLES, Hampton Court Jan 9 Goodman, East Molesey, Surrey

SAUNDERS, GAINES, Gt Hampton, Bucks, Farmer Jan 12 Parker & Son, High Wycombe
 SMITH, REV JAMES IND, M.A., Lee Jan 8 Smith & Co, Broad St
 SMITH, THOMAS JAMES, Kingston upon Hull Jan 16 Fulllove & Co, Cannon St
 STEVENS, JAMES, Strood, Kent, Chemist Jan 9 Robinson, Strood
 STILING, PATRICK, Doncaster Jan 10 Parkin & Co, Doncaster
 TATEWELL, RICHARD LOCKEY, Bridgwater, Somerset Feb 1 Reed & Co, Bridgwater
 THOMAS, CHARLES, Marks by the Sea, York Jan 15 Spy, Middlesborough
 WADLING, CHARLOTTE JANE, Dover Jan 22 Shearman, Graham St
 WENDOVER, ALFRED DANIEL, Tewkesbury Wells Jan 25 Cousins & Burbridge, Ports-mouth
 WILDERNE, WILLIAM ABRAHAM, Valparaiso, Chili March 1 Lewis & Lewis, Ely pl
 WRIGHT, SAMSON BAGNALL, Stoke on Trent, Beerseller Dec 19 Day, Stoke on Trent

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 18.

RECEIVING ORDERS.

AMSON, JOHN, Woolstanwood, nr Crewe, Builder Nantwich Pet Dec 3 Ord Dec 15
 BEVERIDGE, JOHN JAMES, Haleworth, Suffolk, Surgeon Gt Yarmouth Pet Dec 16 Ord Dec 16
 BRAMHALL, HERBERT, Sheffield, Retail Butcher Sheffield Pet Dec 15 Ord Dec 15
 BRANTON, C FRANCIS, Crawley, Sussex Brighton Pet Nov 27 Ord Dec 14
 BULL, HARRY, Banbury, Oxfordshire, Coachbuilder Banbury Pet Dec 3 Ord Dec 15
 CHAMBERLAIN, CHARLES WILLIAM, Eaton, Norwich Norwich Pet Dec 16 Ord Dec 15
 CLEAVER, ROBERT, Marden, Kent, Farmer Maidstone Pet Dec 14 Ord Dec 14
 DANGERFIELD, RICHARD JAMES, Swansea, Tobacconist Swansea Pet Dec 15 Ord Dec 15
 DE SVETCHKOFF, ALEXANDER, Vauxhall Bridge rd High Court Pet Dec 3 Ord Dec 15
 DOVE, WILLIAM, Chesterfield, Tailor Chesterfield Pet Dec 14 Ord Dec 14
 DUNFORD, TIMOTHY, Hopton, Mirfield, Innkeeper Dewsbury Pet Dec 16 Ord Dec 16
 DURDEN, JOHN, Moseley, Worcestershire Gasfitter Birmingham Pet Dec 14 Ord Dec 14
 EBBY, RICHARD, Cardiff, Draper Cardiff Pet Dec 14 Ord Dec 14
 EVANS, THOMAS JOHN, and EVAN EDGAR EVANS, Bridgend, Glam, General Printers Cardiff Pet Dec 16 Ord Dec 16
 FARNLEY, JOSHUA WHITEHEAD, Leeds, Leeds Pet Dec 15 Ord Dec 15
 FIFE, JOHN CUMMINS, Ipswich, Bookseller Ipswich Pet Dec 12 Ord Dec 12
 GEORGE, THOMAS, Trecoydon, Aberdare, Furniture Dealer Aberdare Pet Dec 16 Ord Dec 16
 GOODMAN, JACOB, Cardiff, Tobacconist Cardiff Pet Dec 15 Ord Dec 15
 GORDON, JOHN WOOD, Notting Hill High Court Pet Dec 14 Ord Dec 14
 HARRISON, GROSE, Sen, Telford, Lincs, Farmer Lincoln Pet Dec 15 Ord Dec 15
 HARRISON, GROSE, jun, Salmonby, Lincs, Farmer Lincoln Pet Dec 15 Ord Dec 15
 HAYDON, LEWIS WESLEY, Norbury, Surrey Croydon Pet Dec 11 Ord Dec 11
 HEARN, ROBERT HENRY, Ipswich, Seed Merchant Ipswich Pet Dec 15 Ord Dec 15
 HODGE, EDWARD GEORGE, Kentish Town, Draper High Court Pet Dec 14 Ord Dec 14
 JACKSON, JAMES, Derby, Plumber Derby Pet Dec 16 Ord Dec 16
 JACKSON, ROBERT, Bury, Lancs, Boot Dealer Bolton Pet Nov 26 Ord Dec 16
 JACOBS, HARRIS, Bishopwearmouth, Slipper Maker Sunderland Pet Dec 15 Ord Dec 15
 JOHNSON, JOSEPH, Northwich, Stonemason Nantwich Pet Dec 15 Ord Dec 15
 JONES, WILLIAM, Chipping Norton, Oxfordshire Pet Dec 15 Ord Dec 15
 KELLY, ROBERT, Liverpool, Baker Liverpool Pet Dec 15 Ord Dec 15
 LEWIS, ENOCH, Pontypool, Grocer Newport, Mon Pet Dec 14 Ord Dec 14
 LYNN, CHARLES HENRY, and EDWARD WILLIAM LOCK, Reading, Horse Slaughtermen Reading Pet Dec 15 Ord Dec 15
 LOUGH, GEORGE, Leeds, Pork Butcher Leeds Pet Dec 15 Ord Dec 15
 MARSHALL, WILLIAM HENRY, Ashover, Derbyshire, Carrier Derby Pet Dec 14 Ord Dec 14
 MARTIN, HENRY RAY, Hoxton, Chessemonger High Court Pet Dec 15 Ord Dec 15
 NEAL, ALFRED, Heslington, Yorks, Farmer York Pet Dec 16 Ord Dec 16
 NEALE, CHARLES THOMAS, Oswestry, Shropshire Pet Dec 15 Ord Dec 15
 NOTARY BROTHERS, Piccadilly, St James's, Tobacco Merchants High Court Pet Nov 25 Ord Dec 16
 PARFEE, LARAH, Cardiff, Boot Dealer Cardiff Pet Dec 15 Ord Dec 15
 PERCIVAL, THOMAS, Appleton, Cheshire, Farmer Warrington Pet Dec 16 Ord Dec 16
 PRICE, JOHN, Penydarren, Merthyr Tydfil, Licensed Victualler Merthyr Tydfil Pet Dec 7 Ord Dec 15
 PROCTOR, JAMES, Burnley, Lancashire Pet Nov 30 Ord Dec 14
 PICKERGOIL, WILLIAM, Wakefield, Wakefield Pet Dec 16 Ord Dec 16
 SAYMORE, WILLIAM, Southport, Lancashire, Cycle Dealer Liverpool Pet Nov 3 Ord Dec 14
 SEAL, SAMUEL, Derby, Draper Derby Pet Dec 15 Ord Dec 15
 SHAKESPEARE, LOUISA, Rhyd, Flintshire, Schoolmistress Bangor Pet Dec 15 Ord Dec 15
 STOVELL, SAMUEL, Croydon, Croydon Pet Dec 14 Ord Dec 14

WALKER, HARRY, Shipley, Yorks, Plumber Bradford Pet Dec 14 Ord Dec 14
 WALKER, MAURICE, Doncaster, Wholesale Confectioner Sheffield Pet Dec 15 Ord Dec 15
 WALTON, C L, Twickenham, Brentford Ord Nov 14 Pet Dec 15
 WATKINS, JOHN HOWARD, Shrewsbury, Monumental Mason Shrewsbury Pet Dec 14 Ord Dec 14
 WEBB, ROBERT, Rothwell, Leeds, Hay Dealer Leeds Pet Dec 15 Ord Dec 15

Amended notice substituted for that published in the London Gazette of Dec. 8:

GILES, MARY MATILDA, Kew Wandsworth Pet Nov 12 Ord Dec 3

FIRST MEETING GS.

BATTERSBELL, FRANCIS, Harbut rd, New Wandsworth, Wood Engaver Dec 31 at 11.30 24, Railway app, London Bridge
 BAWLEY, THOMAS EDWARD, Broxbourne, Herts, Miller Jan 8 at 1 Shirehall, Herford
 BOND, MARGARET, Acrington Jan 13 at 1 County Court House, Blackburn
 BUSWELL, GEORGE, Leicester Jan 2 at 12.30 County Court House, Northampton
 CLINTON, ALFRED, Worthing, Cycle Dealer Dec 30 at 8.30 Off Rec. 24, Railway app, London Bridge
 CLEAVER, ROBERT, Marden, Kent Farmer Dec 30 at 11 Off Rec. 9, King st, Maidstone
 COPLBTON, EDWIN, Luton, Beds Dec 29 at 11 Court House, Luton
 DAVISON, WILLIAM, Gt Grimsby, Clerk Dec 31 at 11 Off Rec. 15, Osborne st, Gt Grimsby
 DOMSON, LOUISA ANN, Hastings Jan 5 at 12 Young & Sons, Bank bldgs, Hastings
 FRAZER, JAMES JOHNSON, Leicester, Veterinary Surgeon Dec 30 at 12 Off Rec. 1, Berriedge st, Leicester
 FIFE, JOHN CUMMINS, Ipswich, Bookseller Dec 30 at 11.45 Gt Eastern Hotel, Liverpool st, London
 GILES, MARY MATILDA, Kew Dec 31 at 12.30 24, Rail-app, London Bridge
 HEARN, ROBERT HENRY, Ipswich, Seed Merchant Dec 22 at 2 Off Rec. 36, Princes st, Ipswich
 HILL, SAMUEL, Widnes, Lancs, Butcher Dec 30 at 2 Off Rec. 35, Victoria st, Liverpool
 JONES, WILLIAM PICKERING, Worthing Dec 30 at 11.30 Melville Green, Chapel rd, Worthing
 MARKLEY, HORACE WILLIAMS, Bristol, Tailor Jan 7 at 12.30 Off Rec. Barnchill Williams, Corn st, Bristol
 MELLING, EDWARD, Chalgley, Lancs, Farmer Dec 29 at 3 Station Hotel, Chalgrey
 STEWART, WILLIAM HENRY WALTER, Devonport, Engineer Dec 31 at 10 Atheneum ter, Plymouth
 TINDALL, JAMES, Kingston upon Hull, Cowkeeper Dec 31 at 11 Off Rec. Trinity House Lane, Hull
 WALKER, HARRY, Shipley, Yorks, Plumber Dec 30 at 11 Off Rec. 31, Manor Row, Bradford
 WATKINS, JOHN HOWARD, Shrewsbury, Monumental Mason Dec 31 at 11 Off Rec. Shrewsbury

ADJUDICATIONS.

ATKINSON, HENRY JOHN, Gt Grimsby Gt Grimsby Pet Nov 27 Ord Dec 11
 BEVERIDGE, JOHN JAMES, Haleworth, Suffolk, Surgeon Gt Yarmouth Pet Dec 16 Ord Dec 16
 BRAMHALL, HERBERT, Sheffield, Retail Butcher Sheffield Pet Dec 15 Ord Dec 15
 BURTON, JAMES HALIBURTON, Stamford Hill, Horseshoe High Court Pet Dec 9 Ord Dec 15
 CANNON, GUSTAVE ADOLPHE, Buckerbury High Court Pet Dec 2 Ord Dec 15
 CHAMBERLAIN, CHARLES WILLIAM, Eaton, Norwich, Groundman Norwich Pet Dec 15 Ord Dec 15
 CHILTON, ALFRED, Brigton, Cycle Dealer Brighton Pet Nov 29 Ord Dec 15
 CLEAVER, ROBERT, Marden, Kent, Farmer Maidstone Pet Dec 7 Ord Dec 14
 COLES, WILLIAM HENRY, Southsea, Hants, Bookseller Portsmouth Pet Dec 3 Ord Dec 16
 COLLET, EDWARD FRANCIS, Littlehampton, Solicitor Brighton Pet Dec 5 Ord Dec 15
 DOVE, WILLIAM, Chesterfield, Tailor Chesterfield Pet Dec 14 Ord Dec 14
 DUNFORD, TIMOTHY, Hopton, Mirfield, Innkeeper Dewsbury Pet Dec 15 Ord Dec 16
 EBBY, RICHARD, Cardiff, Draper Cardiff Pet Dec 12 Ord Dec 14
 FARNLEY, JOSHUA WHITEHEAD, Leeds, Leeds Pet Dec 15 Ord Dec 15
 FYFE, JOHN CUMMINS, Ipswich, Bookseller Ipswich Pet Dec 12 Ord Dec 12
 GROSE, THOMAS, Trecoydon, Aberdare, Furniture Dealer Aberdare Pet Dec 16 Ord Dec 16
 GORDON, JOHN WOOD, Notting Hill High Court Pet Dec 14 Ord Dec 14
 HAGENBUCH, CHARLES HENRY, Manningham, Bradford, Drysalter Bradford Pet Dec 9 Ord Dec 15

HARRISON, GEORGE, sen, Telford, Lincs, Farmer Lincoln Pet Dec 15 Ord Dec 15
 HARRISON, GEORGE, jun, Salmonby, Lincs, Farmer Lincoln Pet Dec 15 Ord Dec 15
 HASLWELL, WILLIAM GROSES, Singleton, Sussex, Grocer Brighton Pet Dec 9 Ord Dec 14
 HEARN, ROBERT HENRY, Ipswich, Seed Merchant Ipswich Pet Dec 15 Ord Dec 15
 HENLEY, WILLIAM GORDON, Maidenhead, Berks High Court Pet Oct 28 Ord Dec 15
 HODGE, EDWARD GROSES, Kentish Town, Draper High Court Pet Dec 14 Ord Dec 16
 HOLMES, WILLIAM HENRY, Nottingham, Pianoforte Dealer Nottingham Pet Nov 18 Ord Dec 16

HUDSON, CHARLES EDWARD, Leicester, Boot Manufacturer Leicester Pet Nov 9 Ord Dec 14

HUENKE, FERDERIC LOUIS, Jewish Crescent, Manufacturing Furrier High Court Pet Dec 11 Ord Dec 15

JACKSON, JAMES, Derby, Plumber Derby Pet Dec 16 Ord Dec 16

JACOBS, HARRIS, Bishopwearmouth, Slipper Maker Sunderland Pet Dec 15 Ord Dec 15

JONES, JOSEPH, Northwich, Stonemason Nantwich Pet Dec 15 Ord Dec 15

LEWIS, ENOCH, Portypool, Grocer Newport, Mon Pet Dec 14 Ord Dec 14

LOCK, CHARLES HENRY, and EDWARD WILLIAM LOCK, Reading, Horse Slaughtermen Reading Pet Dec 15 Ord Dec 15

LOUTH, GEORGE, Leeds, Pork Butcher Leeds Pet Dec 15 Ord Dec 15

MARSHALL, WILLIAM HENRY, Ashover, Derbyshire, Carrier Derby Pet Dec 14 Ord Dec 14

MARTIN, HENRY RAY, Hoxton, Chessemonger High Court Pet Dec 15 Ord Dec 15

PRICE, JOHN, Penydarren, Merthyr Tydfil, Licensed Victualler Merthyr Tydfil Pet Dec 7 Ord Dec 15

SEAL, SAMUEL, Derby, Draper Derby Pet Dec 15 Ord Dec 15

SHAKESPEARE, LOUISA, Rhyd, Flintshire, Schoolmistress Bangor Pet Dec 15 Ord Dec 15

STOVELL, SAMUEL, Croydon, Croydon Pet Dec 14 Ord Dec 14

WEBSTER, GEORGE, and JOHN BUNNIE, Cannon st, Warehouses High Court Pet Nov 21 Ord Dec 14

WILKS, ROBERT, Rothwell, nr Leeds, Hay Dealer Leeds Pet Dec 15 Ord Dec 15

Amended notice substituted for that published in the London Gazette of Dec. 11:

NORTHCOTT, ROGER SLOCUM, Bude, Cornwall, Butcher Barnstaple Pet Dec 7 Ord Dec 7

London Gazette.—TUESDAY, Dec. 22.

RECEIVING ORDERS.

ASKIN, GEORGE EDMUND, West Bromwich, Beer Retailer West Bromwich Pet Dec 17 Ord Dec 17

ASTBURY, JAMES WILLIAM, Patney, Clark Wandsworth Pet Dec 3 Ord Dec 17

BODDORF, WALTER RALPH, Tottenham, Clerk Edmonton Pet Dec 18 Ord Dec 18

CHAPMAN, GEORGE FREDERICK, St Leonards-on-Sea, Gross Hastings Pet Dec 17 Ord Dec 17

CHAPMAN, GEORGE MANDER, Northampton, Baker Northampton Pet Dec 18 Ord Dec 19

CLARK, GEORGE JAMES, Bowes, Westmorland, Architect Kendal Pet Dec 17 Ord Dec 17

COLLEY, WILLIAM HENRY, Fernhill Heath, Worcester Worcester Pet Dec 19 Ord Dec 19

COOK, HENRY HATT, Leeds, Clothier Leeds Pet Dec 4 Ord Dec 18

CRAHAN, JAMES LAIRD, Plaistow, Pawnbroker High Court Pet Dec 19 Ord Dec 19

CRAWSHAY, WILLIAM, jun, Southampton Southampton Pet Dec 3 Ord Dec 18

DAVIES, JOHN, Washford Pyne, Devon, Dairymen Exeter Pet Dec 16 Ord Dec 16

DAVIES, JAMES, Llanboidy, Carmarthenshire, Gross Pembroke Dock Pet Dec 17 Ord Dec 17

DAVIES, JOHN LEWIS, Aberystwyth, Giam Postypridd Pet Dec 17 Ord Dec 17

EAGLES, CHARLES, Bedford, Baker Bedford Pet Oct 12 Ord Dec 18

EDWARDS, JOHN, Nuneaton, Iron Founder Coventry Pet Dec 16 Ord Dec 16

- FLOCKHART, HENRY, Chalford, Oxford, Farmer Oxford Pet Dec 1 Ord Dec 16
- FREEDMAN, ELIAS, Cheetham, Manchester Manchester Pet Dec 17 Ord Dec 17
- GIBBON, JAMES, Leeds, Leeds Pet Dec 17 Ord Dec 17
- GIBBONS, WALTER EDGAR, St. Woodford, Essex, Commission Agent High Court Pet Dec 17 Ord Dec 17
- HALL, CHARLES WILLIAM, Northwich, Hairdresser Nantwich Pet Dec 17 Ord Dec 17
- HARFORD, JOSEPH WILLIAM, King's Norton, Worcester, Builder Birmingham Pet Dec 18 Ord Dec 18
- HART, JOSHUA HAMILTON, Sparkhill, Birmingham, Surgeon Birmingham Pet Dec 19 Ord Dec 19
- HAWKER, ABEL WILLIAM, Eckington, Worcester, Market Gardner Worcester Pet Dec 17 Ord Dec 17
- HOMFLETT, M., Notting Hill, Baker High Court Pet Dec 3 Ord Dec 18
- INGRAM, WILLIAM, Weston Turville, Bucks, Poultry Dealer Aylesbury Pet Dec 17 Ord Dec 17
- INNS, ARTHUR, Penswood, Somerset, Innkeeper Yeovil Pet Dec 18 Ord Dec 18
- JOHNSON, JAMES PARRELL, Middle Rasen, Lincs, Farmer Lincoln Pet Dec 4 Ord Dec 18
- JONES, DAVID, Craigfargoid, Builder Merthyr Tydfil Pet Dec 15 Ord Dec 16
- KNIGHT, JOHN HENRY, Gainsborough, Fruit Merchant Lincoln Pet Dec 18 Ord Dec 18
- LAWES, ERNEST LINSLEY, Hove, Sussex, Draper Brighton Pet Dec 17 Ord Dec 17
- LEIGH, HARRY WILCOCK, Sale, Cheshire, Salesman Manchester Pet Dec 18 Ord Dec 18
- MOLUGHLINE, JAMES ANDREW, New Cross, Builder High Court Pet Dec 17 Ord Dec 17
- MASON, HARRY, Northampton, Shoe Manufacturer Northampton Pet Dec 17 Ord Dec 17
- MILNER, JANE, Durham, Stockton on Tees Pet Dec 17 Ord Dec 17
- MIRFIN, JAMES WILLIAM, Darlington, Boilermaster Stockton on Tees Pet Dec 18 Ord Dec 18
- ORD, THOMAS, Lonsdale, Wylam, Farmer Newcastle on Tyne Pet Dec 4 Ord Dec 17
- OWEN, EDWARD DAVIES, Ashton, Cheshire, Hay Dealer Chester Pet Dec 17 Ord Dec 17
- PARKOTT, FREDERICK THOMAS, Felmersham, Beds, Farmer Bedford Pet Dec 18 Ord Dec 19
- PHILLIPS, EVAN, Llanover Upper, Mon, Farmer Tredegar Pet Dec 17 Ord Dec 17
- PULMAN, EDWIN JOHN, Merthyr Tydfil, Confectioner Merthyr Tydfil Pet Dec 18 Ord Dec 18
- RANDELL, ARTHUR, Fathborough, Southampton, Ironmonger Guildford Pet Dec 18 Ord Dec 18
- RIVETT, GEORGE, Gorleston, Suffolk, Fishing Boat Owner Gt Yarmouth Pet Dec 17 Ord Dec 17
- ROBERTS, DAVID, Llanfair, Carnarvon, Farmer Portmadoc Pet Dec 18 Ord Dec 18
- RHES, ROWLAND, Canton, Cardiff, Decorator Cardiff Pet Dec 17 Ord Dec 17
- RUSSELL, LEWIS GRIEVE, Norfolk rd, Regent's Park High Court Pet Nov 28 Ord Dec 17
- SENIOR, CHARLES HENRY, Huddersfield, Huddersfield Pet Dec 18
- SLATER, EDWARD, Leeds Bradford Pet Dec 16 Ord Dec 16
- SOLOMONS, ABRAHAM, Rupert st, Shaftesbury Avenue, Commission Agent High Court Pet Dec 15 Ord Dec 18
- SWAIN, ROBERT, Hove, Baker Brighton Pet Dec 18 Ord Dec 18
- TREE, GEORGE, Foothill Cray, Chislehurst, Basket Maker Croydon Pet Dec 17 Ord Dec 17
- WADE, JAMES, Manningham, Yorks, Civil Engineer Bradford Pet Nov 28 Ord Dec 18
- WARTSKI, JOSEPH, Manchester, Jeweller Bangor Pet Dec 5 Ord Dec 18
- WEBSTER, T. G., West Dulwich, Engineer High Court Pet Nov 27 Ord Dec 17
- WHITTAKER, DAVID, Blackburn, Blackburn Pet Dec 18 Ord Dec 18
- WILKINSON, JOHN, Hulme, Manchester, Grocer Manchester Pet Dec 19 Ord Dec 19
- YOUNG, ARTHUR, Victoria st, Westminster, Architect High Court Pet Nov 11 Ord Dec 17
- Amended notice substituted for that published in the London Gazette of Dec. 11:
- BOND, MARGARET, Accrington, Blackburn Pet Dec 7 Ord Dec 7
- Amended notice substituted for that published in the London Gazette of Dec. 15:
- COTTIER, WILLIAM SOMERVILLE, Plymouth, Marble Merchant Plymouth Pet Dec 11 Ord Dec 11
- RECEIVING ORDER RESCINDED.
- PHILLIPS, AMELIA, Cardiff, Clothier Cardiff Rec Ord Nov 17 Rec Dec 15
- ORDER RESCINDING RECEIVING ORDER AND ANNULLING ADJUDICATION.
- SOLOMON, VICTOR, Mare st, Hackney, Boot Manufacturer High Court Rec Ord Aug 31, 1895 Adjud Sept 25, 1895 Rec and Annual Dec 17, 1896
- FIRST MEETINGS.
- ABBOTT, GEORGE EVANS, jun, Kettering Jan 2 at 12 County Court bldg, Northampton
- BALLS, GEORGE, Gt Yarmouth, Fishing Boat Owner Jan 15 at 11 Lovewell, Blake's Office, Gt Yarmouth
- BLAKE, ARTHUR WILLIAM, Heigham, Norwich, Watchmaker Jan 2 at 1 Off Rec, 8, King st, Norwich
- CARLTON, JOSEPH, Leeds Dec 30 at 11 Off Rec, 22, Park row, Leeds
- CHAMBERLAIN, CHARLES WILLIAM, Norwich Jan 2 at 11 Off Rec, 8, King st, Norwich
- CHEWCHILL, EDWIN ALBERT, Kew Dec 31 at 2 Off Rec, 26, Temple chamber, Temple avenue
- COTTIER, WILLIAM SOMERVILLE, Plymouth, Marble Merchant Dec 31 at 3, 10, Atheneum terrace, Plymouth
- DAVY, JOHN, Washford Pyne, Devon, Dairymen Exeter Dec 31 at 10.30 Off Rec, 19, Bedford circus, Exeter
- DAWSON, HARRY, Leeds, Clerk Dec 30 at 12 Off Rec, 22, Park row, Leeds
- DEW, WALTER, Gamlingay, Cambridge, Veterinary Surgeon Jan 1 at 11.30 Off Rec, 1a, St Paul's st, Bedford
- DORRISON, JOSEPH, Harlesden, Clerk Dec 30 at 11 Bankruptcy bldg, Carey st
- DODDS, ARTHUR PATRICK, Newcastle on Tyne, Iron Merchant Dec 30 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
- DOVE, WILLIAM, Chesterfield, Tailor Dec 29 at 3 Angel Hotel, Chesterfield
- DURSTON, WILLIAM FREDERIC, Wick, Lympsham, Farmer Dec 30 at 11 Mr Tamlyn, High st, Bridgewater
- EBERY, RICHARD, Cardiff, Draper Dec 30 at 8 Off Rec, 29, Queen st, Cardiff
- EVANS, DAVID, Maes-y-gwynn, Mon, Carpenter Dec 30 at 12 Off Rec, Gloucestercire Bank Chambers, Newport, Mon
- FRASERLY, JOSHUA WHITESHEAD, Leeds Dec 31 at 11 Off Rec, 22, Park row, Leeds
- FLOCKHART, HENRY, Chalford, Oxford, Farmer Dec 30 at 12.30 White Hart Hotel, Chipping Norton
- GOODMAN, JACOB, Cardiff, Tobacconist Dec 31 at 8 Off Rec, 25, Queen st, Cardiff
- GORDON, JOHN WOOD, Ahmednagar, Bombay Dec 30 at 20 Bankruptcy bldg, Carey st
- GREGORY, FRANCIS, Birmingham, Bootmaker Jan 4 at 11 Colmore row, Birmingham
- GREGORY, JAMES, Tintwistle, Cheshire, Greengrocer Jan 24 at 15.30 Townhall, Ashton under Lyne
- GROVE, EDITH, Swanses, Hotel Keeper Jan 5 at 12.30 Off Rec, 31, Alexandra rd, Swanses
- HARRISON, GEORGE, jun, Tetford, Lincs, Farmer Dec 31 at 11.15 Off Rec, Lincoln
- HARRISON, GEORGE, jun, Salmonby, Lincs, Farmer Dec 31 at 12.30 Off Rec, Lincoln
- HAWES, JAMES THOMAS, Brewery rd, Caledonian rd, Provision Dealer Dec 29 at 12 Bankruptcy bldg, Carey st
- HAYDEN, LEWIS WESLEY, Norbury, Surrey Dec 31 at 12 24 Railway sq, London Bridge
- HODGE, EDWARD, Graves, Kentish Town, Draper Dec 30 at 13 Bankruptcy bldg, Carey st
- HUNTER, FREDERICK LOUIS, Jewin crnt Dec 29 at 11 Bankruptcy bldg, Carey st
- JACKSON, JAMES, Derby, Plumber Dec 29 at 11 Off Rec, 40, St Mary's gate, Derby
- JACKSON, ROBERT, Bury, Lancs, Boot Dealer Dec 30 at 11 16, Wood st, Bolton
- JOHNSON, JAMES PARRELL, Middle Rasen, Lincs, Farmer Jan 7 at 10.30 Off Rec, Lincoln
- KNIGHT, JOHN HENRY, Gainsborough, Fruit Merchant Jan 7 at 12 Off Rec, Lincoln
- LEWIS, ERIC, Pontypool, Grocer Dec 30 at 12.30 Off Rec, Gloucester Bank Chambers, Newport, Mon
- LOUTH, GEORGE, Leeds, Park Butcher Jan 1 at 11 Off Rec, 22, Park row, Leeds
- LUCOF, FRANCIS CHARLES, Kingston upon Hull, Ferryman Dec 31 at 11.30 Off Rec, Trinity House lane, Hull
- MARTIN, HENRY RAY, Hoxton, Chessemonger Dec 30 at 12 Bankruptcy bldg, Carey st
- MARSHALL, WILLIAM HENRY, Ashover, Derbyshire, Carrier Dec 29 at 12 Off Rec, 40, St Mary's gate, Derby
- MORGAN, GRIFFITH JOHN LEWIS, Swanses, Solicitor Jan 5 at 11.30 Off Rec, 31, Alexandra rd, Swanses
- MYERS, WILLIAM, Middlesbrough, Glass Merchant Jan 5 at 11 Off Rec, 8, Albert rd, Middlesbrough
- NEAL, ALFRED, Heslington, Yorks Jan 2 at 11 Off Rec, 8, King st, Norwich
- OBORNE, RICHARD FREDERICK, Southampton, Hosiery Jan 1 at 3.15 Off Rec, 4, East st, Southampton
- PARNET, EDWIN DAVID, Canton, Cardiff, Traveller Dec 31 at 11 Off Rec, 29, Queen st, Cardiff
- PARKE, LABAN, Cardiff, Boot Dealer Dec 31 at 11.30 Off Rec, 29, Queen st, Cardiff
- Pritchard, ROBERT, Llangeini, Anglesey, Baker Jan 1 at 1.15 Bull Hotel, Llangeini
- RICHARDS, THOMAS, Ystrad Rhondda, Glam, Grocer Dec 29 at 12.30 High st, Merthyr Tydfil
- SEAL, SAMUEL, Derby Dec 29 at 11.30 Off Rec, 40, St Mary's gate, Derby
- SLEATOR, EDWARD, Pudsey, Yorks Dec 31 at 11 Off Rec, 31, Manor row, Bradford
- TUDOR, JOHN, son, and JOHN TUDOR, jun, Llanwrin, Montgomery, Farmers Dec 31 at 3 Winsay Hotel, Machynlleth
- ADJUDICATIONS.
- ASKIN, GEORGE EDMUND, West Bromwich, Beer Retailer West Bromwich Pet Dec 17 Ord Dec 17
- BARBER, ARTHUR SAMUEL, Caxton, Norfolk, Baker Norwich Pet Nov 28 Ord Dec 19
- BATTERSBELL, FRANCIS SPRAGG, New Wandsworth, Wood Endstow Wandsworth Pet Nov 16 Ord Dec 19
- BIGGS, THOMAS, and RICHARD NINNIE, Reigate, Ironmongers Croydon Pet Oct 22 Ord Dec 16
- BODGER, WALTER EALFE, Tottenham, Clerk Edmonton Pet Dec 16 Ord Dec 18
- CHAPMAN, GEORGE MANDER, Northampton, Baker Northampton Pet Dec 19 Ord Dec 19
- CLARK, GEORGE JAMES, Bowes, Westmorland, Architect Kendal Pet Dec 16 Ord Dec 17
- COLLIET, WILLIAM HENRY, Furnihill Heath, Worscshire Pet Dec 19 Ord Dec 19
- COPPOCK, JOHN GEORGE, and JUAN CASCAJO, Cardiff, Merchants Cardiff Pet Sept 4 Ord Dec 8
- CRANHAM, JAMES LAIRD, Plaistow, Pawnbroker High Court Pet Dec 19 Ord Dec 19
- DAVET, JOHN, Washford Pyne, Devon, Dairymen Exeter Pet Dec 16 Ord Dec 16
- DAVIES, JAMES, Llanboidy, Carmarthenshire, Grocer Penrhos Dock Pet Dec 16 Ord Dec 17
- DAVIES, JOHN LEWIS, Aberystwyth, Glam, Tailor Pontypridd Pet Dec 17 Ord Dec 17
- DEW, WALTER, Gamlingay, Cambridge, Veterinary Surgeon Bedford Pet Nov 17 Ord Dec 19
- DORRISON, JOSEPH, Harlesden, Clerk High Court Pet Nov 24 Ord Dec 16
- DURSTON, WILLIAM FREDERIC, Lympsham, Somersetshire, Farmer Bridgewater Pet Dec 1 Ord Dec 16
- EDWARDS, JOHN, Nunsthorpe, Ironfounder Coventry Pet Dec 16 Ord Dec 16
- FERDMAN, ELIAS, Cheetham, Manchester Manchester Pet Dec 17 Ord Dec 17
- GIBBON, JAMES, Leeds, Leeds Pet Dec 17 Ord Dec 17
- HALL, CHARLES WILLIAM, Northwich, Hairdresser Northwich Pet Dec 17 Ord Dec 17
- HARFORD, JOSEPH WILLIAM, King's Norton, Worcestershire, Builder Birmingham Pet Dec 18 Ord Dec 18
- HAWES, JAMES THOMAS, Brewery rd, Caledonian rd, Provision Dealer High Court Pet Nov 26 Ord Dec 17
- HAWKER, ABEL WILLIAM, Eckington, Worcestershire, Market Gardener Worcester Pet Dec 17 Ord Dec 17
- LEWIS, ARTHUR, Penswood, Somerset, Innkeeper Yeovil Pet Dec 16 Ord Dec 18
- JACKSON, ROBERT, Bury, Lancs, Boot Dealer Bolton Pet Nov 26 Ord Dec 17
- JONES, DAVID, Craigfargoid, nr Trebarris, Builders Merthyr Tydfil Pet Dec 16 Ord Dec 16
- JONES, THOMAS POWELL, Swanses, Builder, Swanses Pet Dec 11 Ord Dec 16
- KNIGHT, JOHN HENRY, Gainsborough, Fruit Merchant Lincoln Pet Dec 18 Ord Dec 18
- LEIGH, HARRY WILCOCK, Sale, Cheshire, Salesman Manchester Pet Dec 18 Ord Dec 18
- MCLOUGHLIN, JAMES ANDREW, New Cross, Builder High Court Pet Dec 17 Ord Dec 17
- MARKEY, HORACE WILLIAM, Bristol, Tailor Bristol Pet Nov 20 Ord Dec 17
- MORGAN, GRIFFITH JOHN LEWIS, Swanses, Solicitor Swanses Pet Oct 27 Ord Dec 16
- MURPHY, JAMES WILLIAM, Darlington, Boilermaster Stockton on Tees Pet Dec 18 Ord Dec 18
- MULNER, JAMES, Sedgfield, Durham Stockton on Tees Pet Dec 17 Ord Dec 17
- OWENS, EDWARD DAVIES, Ashton, Cheshire, Hay Dealer Chester Pet Dec 17 Ord Dec 17
- PARROTT, FREDERICK THOMAS, Felmersham, Beds, Farmer Bedford Pet Dec 18 Ord Dec 19
- PRANCE, LABAN, Cardiff, Boot Dealer Cardiff Pet Dec 16 Ord Dec 15
- PHILLIPS, ELLIOT, Clissold Park, Edmonton Pet Dec 16 Ord Dec 24
- PHILLIPS, EVAN, Llanover Upper, Mon, Farmer Tredegar Pet Dec 16 Ord Dec 17
- PROCTOR, JAMES, Burnley, Burnley Pet Nov 27 Ord Dec 19
- RIBBLETON, HORNBY WILLIAM, Bristol, Tailor Bristol Pet Nov 20 Ord Dec 17
- ROBBINS, ABRAM, Rupert st, Shaftesbury Avenue, Commission Agent High Court Pet Dec 15 Ord Dec 18
- ROBBINS, ABRAM, Rupert st, Shaftesbury Avenue, Decorator Cardiff Pet Dec 15 Ord Dec 17
- TRUE, GEORGE, Foot's Gray, Chislehurst, Basket Maker Croydon Pet Dec 17 Ord Dec 17
- TUNNER, ROBERT HARRY, Norbury, Surrey, Farmer Croydon Pet Oct 15 Ord Dec 16
- VERTHORN, JOHN JAMES, Greenhey, Manchester Manchester Pet Nov 1 Ord Dec 19
- WHITAKER, DAVID, Blackburn, Blackburn Pet Dec 17 Ord Dec 15
- WILKINSON, JOHN, Hale, Manchester Grocer Manchester Pet Dec 19 Ord Dec 19
- Amended notice substituted for that published in the London Gazette of Nov. 24:
- CASEY, CORNELIUS, Altringham, Tobacconist Manchester Pet Nov 21 Ord Nov 21
- Amended notice substituted for that published in the London Gazette of Dec 11:
- GREGORY, JAMES, Tintwistle, Cheshire, Greengrocer Astor under Lyne Pet Dec 8 Ord Dec 8
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- All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*
- Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.*
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- EDE AND SON,**
- ROBE**

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- ESTABLISHED 1828.
- 94, CHANCERY LANE, LONDON.

